

CONTRACT AMENDMENT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND

BRIDGES OF AMERICA – THE BROWARD COUNTY BRIDGE, INC.

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Bridges of America – The Broward County Bridge, Inc. (“Contractor”) for the provision of a Work Release Transition/Substance Abuse Transitional Re-Entry Program at the Pompano Work Release Transition Program Center.

This Amendment:

- Revises Section entitled “WITNESSETH”, to add an additional clause; and
- Revises Section III., A., Payment.

Original contract period:	May 17, 2010 through May 16, 2015
Amendment #1:	July 10, 2011 through May 16, 2015
Amendment #2:	May 1, 2012 through May 16, 2015
Amendment #3:	September 9, 2013 through May 16, 2015
Amendment #4:	January 8, 2014 through May 16, 2015

In accordance with Section V., CONTRACT MODIFICATION; the following changes are hereby made:

1. Section entitled “WITNESSETH”, is hereby revised to add an additional clause:

Whereas the Department submitted a Legislative Budget Request for a price level increase for substance abuse, work release and transitional contracts, and pursuant to the General Appropriations Act for FY 2014/15, in recurring general revenue, a price level increase was authorized effective July 1, 2014.

2. Section III., A., Payment, Year 5, is hereby revised to read:

A. Payment

Annually, on July 1, the per diem rate may be increased not to exceed two percent (2%) at the Department’s sole discretion. Annual rate increases are contingent upon legislative appropriation. Any increase in rates will require execution of a formal Contract amendment.

1. Payment for Substance Abuse Transition Re-Entry Beds:

SERVICE TYPE	Year 5	Year 5
	05/17/14	07/01/14
	06/30/14	05/16/15
Per Diem Rate, per occupied bed, for up to one-hundred twelve (112) male/female beds per day (including program services).	\$56.30	\$53.04

2. For Work Release Beds:

The rate for Work Release beds is fixed as indicated below. The Contractor shall be paid on a monthly basis for the operation of a Work Release Transition Program Center and delivery of related substance abuse transitional services as specified in Section II, Scope of Service, at the following per diem rates per occupied bed as follows:

SERVICE TYPE	Year 5	Year 5
	05/17/14	07/01/14
	06/30/14	05/16/15
Per Diem Rate, per occupied bed, for up to fifty (50) male/female beds per day (including program services)	\$21.77	\$22.21
Electronic Monitoring Supplement Fee*	\$2.52	\$2.52

*To implement Chapter 2013-40, §662, Laws of Florida, this supplement fee per community work release bed includes an additional \$2.52 as compensation for Electronic Monitoring and will apply when the first inmate is active on the electronic monitoring system. The Contractor shall be paid a monthly compensation for this supplement fee not to exceed \$3,906.00 which is based on the maximum number of 31 calendar days and a maximum number of 50 beds for community work release beds at a rate of \$2.52 per day. Invoices should reflect payment for the number of days in the month being billed. These rates will remain the same until the end of the contract, contingent upon annual appropriation.

3. For Work Squad Inmates:

The rate for Work Squad beds is fixed as indicated below. The Contractor shall be paid on a monthly basis for the provision of Work Release/Program Center and related substance abuse transitional services as specified in Section II, Scope of Service, at the following per diem rates per day per occupied bed as follows:.

SERVICE TYPE	Year 5	Year 5
	05/17/14	07/01/14
	06/30/14	05/16/15
Per Diem Rate, per occupied bed, for up to ten (10) male/female beds per day (including program services)	\$39.21	\$39.99
Electronic Monitoring Supplement Fee*	\$2.52	\$2.52

*To implement Chapter 2013-40, §662, Laws of Florida, this supplement fee per community work release/program center bed includes an additional \$2.52 as compensation for Electronic Monitoring and will apply when the first inmate is active on the electronic monitoring system. The Contractor shall be paid a monthly compensation for this supplement fee not to exceed \$781.20 which is based on the maximum number of 31 calendar days and a maximum number of 10 beds for work squad inmates at a rate of \$2.52 per day. Invoices should reflect payment for the number of days in the month being billed. These rates will remain the same until the end of the contract, contingent upon annual appropriation.

**CONTRACT #C2595
AMENDMENT #5**

All other terms and conditions of the original Contract and any previous amendments remain in full force and effect.

The rates reflected in this Amendment shall become effective on July 1, 2014.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:
BRIDGES OF AMERICA – THE BROWARD
COUNTY BRIDGE, INC.**

SIGNED
BY:

NAME:

TITLE:

DATE:

FEID #:

Lori Costantino-Brown
Lori Costantino-Brown
President
7/14/14
20-2062423

DEPARTMENT OF CORRECTIONS

SIGNED
BY:

NAME:

TITLE:

DATE:

Michael D. Crews
Secretary
Department of Corrections
7/31/14

SIGNED
BY:

NAME:

TITLE:

DATE:

Approved as to form and legality,
subject to execution.

Jennifer A. Parker
Jennifer A. Parker
General Counsel
Department of Corrections
7/24/14

**CONTRACT AMENDMENT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS**

AND

BRIDGES OF AMERICA – THE BROWARD COUNTY BRIDGE, INC.

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Bridges of America – The Broward County Bridge, Inc. (“Contractor”) for the provision of a Work Release Transition/Substance Abuse Transitional Re-Entry Program at the Pompano Work Release Transition Program Center.

This Amendment:

- Revises Section II., G., 4., Information Release Forms;
- Revises Section II., G., 5., Case Files, to delete #n.;
- Revises Section II., H., 3., Facility Operational Requirements, #b. and #e.;
- Revises Section II., K., Security, to add #14.;
- Revises Section II., U., 2., Minimum Required Staffing Positions, to add #j.;
- Revises Section II., U., 3., Staffing Qualifications - Security, to add #e.;
- Revises Section II., Z., Monitoring, fifth paragraph;
- Revises Section III., A., Payment, and
- Adds Section VII. EE., Scrutinized Companies Lists.

Original contract period:
Amendment #1
Amendment #2
Amendment #3

May 17, 2010 through May 16, 2015
July 10, 2011 through May 16, 2015
May 1, 2012 through May 16, 2015
September 9, 2013 through May 16, 2015

In accordance with Section V., CONTRACT MODIFICATION; the following changes are hereby made:

1. Section II., G., 4, Information Release Forms, is hereby revised to read:
 4. Information Release Forms: The Contractor shall ensure that each inmate signs appropriate release of information forms so that authorized Department staff have access to required inmate information. In order to release information to sub-contractors, when applicable, a release of information shall be obtained from the inmate utilizing Department form DC4-711B. The Contractor shall adhere to Chapter 33-601.901, F.A.C., Confidentiality of Records.
2. Section II., G., 5, Case Files, #n., Authorization for Release of Information (DC4-711B), is hereby deleted.
3. Section II., H., 3., Facility Operational Requirements, #b. and #e., is hereby revised to read:
 - b. Provision of on-site local telephone service for inmates’ use with a sufficient number of telephone instruments to adequately address the needs of the facility.

- e. Provision of laundry equipment (washer, dryer and detergent vending) for inmate use shall be maintained at a sufficient level to address the needs of the facility. Any equipment provided by the Contract for these services may be coin-operated and the Contract may retain any revenue generated by said equipment. The cost charged to an inmate for use of the laundry vending equipment shall be in accordance with common community practice.
4. Section II., K., Security, is hereby amended to add #14:
14. Electronic Monitoring: The Contractor shall ensure that all inmates assigned to paid employment as Community Work Release (CWR) and Center Work Assignment (CWA) will submit to active GPS electronic monitoring by the Department's contracted electronic monitoring vendor and comply with all Department policies, procedures, rules, regulations, and protocols of said electronic monitoring program while in the work release program and center work assignment. The Contractor will be responsible for the following:
- a. Immediate installation and successful activation of the electronic monitoring equipment on all inmates assigned to paid employment (CWR and CWA);
 - b. Develop, input, and update schedules that incorporate adequate time allowances for the inmate's travel to and from approved scheduled activities away from the Community Release Center;
 - c. Ensure that all active GPS alarm notifications are immediately investigated and resolved by acknowledging receipt of the alarm notification with the monitoring center, contacting the inmate to question them concerning her/his activities leading up to the alarm, resolving the alarm notification and documenting the actions taken to resolve the alarm notification in the vendor's electronic monitoring case management application and in WRIMS;
 - d. Review the location data (tracking points) of all inmates on electronic monitoring and refresh points as needed to confirm compliance with all rules, zones, and curfews by comparing the tracking points daily with the inmates approved daily schedule;
 - e. Notify the monitoring center or update the database of each inmate's electronic monitoring connection, disconnection, or change in work schedule;
 - f. Track the need for equipment replacement – reporting stolen, missing, or severely damaged equipment to the Bureau of Classification Management, including equipment serial number, type of equipment, and location of the equipment if known;
 - g. Maintain an equipment inventory in a secure area and ensure that all equipment is accounted for by designating a supervisor or designee to maintain an inventory of all equipment;
 - h. Develop a facility GPS system rule/procedure that is specific, realistic, and tailored to the needs of the inmates; ensuring rules, zones, and curfews are established;
 - i. Investigate alarm notification(s) and document each occurrence in the vendor's electronic monitoring system and in WRIMS;
 - j. Visually and physically inspect electronic monitoring equipment on a weekly basis to ensure it is sized appropriately and has not been tampered with or otherwise altered; and
 - k. Ensure a call tree notification is established within the WRC that can be utilized by the vendor monitoring center for alarm notification escalation purposes.
5. Section II., U., 2., Minimum Required Staffing Positions, is hereby revised to add #j.:
- j. Electronic Monitoring Case Manager (minimum number of positions deemed necessary to monitor equipment): Electronic Monitoring Case Manager positions shall be provided to ensure dedicated monitoring of electronic monitoring equipment worn by inmates when outside their sleeping quarters to ensure compliance with protocols of the devices. During the timeframe

CONTRACT #C2595
AMENDMENT #4

when a minimum of 95% of the inmate population assigned to electronic monitoring equipment are scheduled to be in their sleeping quarters, control room staff shall be responsible for responding to and monitoring all inmates on electronic monitoring equipment to ensure compliance with protocols of the devices.

6. Section II., U., 3., Staffing Qualifications - Security, is hereby revised to add #e.:

- e. Electronic Monitoring Case Manager - a minimum of a high school diploma/GED and two (2) years of experience working with computers.

7. Section II., Z., Monitoring, fifth paragraph, is hereby revised to read:

The Department's Contract Manager or designee will provide an oral exit report at termination of the monitoring visits and a written report to the Contractor within thirty (30) days of the monitoring. Non-compliance issues identified by the Contract Manager or designee will be identified in detail to provide opportunity for correction, where feasible.

8. Section III., A., Payment, Year 4 and Year 5, is hereby revised to read:

A. Payment

2. For Work Release Beds:

The rate for Work Release beds is fixed as indicated below. The Contractor shall be paid on a monthly basis for the operation of a Work Release Transition Program Center and delivery of related substance abuse transitional services as specified in Section II, Scope of Service, at the following per diem rates per occupied bed as follows:

For the period: April 1, 2012 through May 16, 2015 up to 50 male/female beds per day.

SERVICE TYPE	Year 4	Year 4	Year 5
	05/17/13	07/01/13	05/17/14
	06/30/13	05/16/14	05/16/15
Per Diem Rate, per occupied bed, for up to fifty (50) beds per day (including program services)	\$21.77	\$21.77	\$21.77
Electronic Monitoring Supplement Fee*		\$2.52	\$2.52

*To implement Chapter 2013-40, §662, Laws of Florida, this supplement fee per community work release bed includes an additional \$2.52 as compensation for Electronic Monitoring and will apply when the first inmate is active on the electronic monitoring system. The Contractor shall be paid a monthly compensation for this supplement fee not to exceed \$3,906.00 which is based on the maximum number of 31 calendar days and a maximum number of 50 beds for community work release beds at a rate of \$2.52 per day. Invoices should reflect payment for the number of days in the month being billed. These rates will remain the same until the end of the contract, contingent upon annual appropriation.

3. For Work Squad Inmates

The rate for Work Squad beds is fixed as indicated below. The Contractor shall be paid on a monthly basis for the provision of Work Release/Program Center and related substance

**CONTRACT #C2595
AMENDMENT #4**

abuse transitional services as specified in Section II, Scope of Service, at the following per diem rates per day per occupied bed as follows:.

For the period: April 1, 2012 through May 16, 2015 up to 10 male/female beds per day.

SERVICE TYPE	Year 4	Year 4	Year 5
	05/17/13	07/01/13	05/17/14
	06/30/13	05/16/14	05/16/15
Per Diem Rate, per occupied bed, for up to ten (10) beds per day (including program services)	\$39.21	\$39.21	\$39.21
Electronic Monitoring Supplement Fee*		\$2.52	\$2.52

*To implement Chapter 2013-40, §662, Laws of Florida, this supplement fee per community work release/program center bed includes an additional \$2.52 as compensation for Electronic Monitoring and will apply when the first inmate is active on the electronic monitoring system. The Contractor shall be paid a monthly compensation for this supplement fee not to exceed \$781.20 which is based on the maximum number of 31 calendar days and a maximum number of 10 beds for work squad inmates at a rate of \$2.52 per day. Invoices should reflect payment for the number of days in the month being billed. These rates will remain the same until the end of the contract, contingent upon annual appropriation.

9. Section VII., EE., Scrutinized Companies Lists, is hereby added:

EE. Scrutinized Companies Lists

Pursuant to Chapter 287.135, F.S., an entity or affiliate who has been placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

In executing this contract and any subsequent renewals, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., the Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract. Additionally, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
--

**CONTRACT #C2595
AMENDMENT #4**

All other terms and conditions of the original Contract and any previous amendments remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

**BRIDGES OF AMERICA - THE BROWARD
COUNTY BRIDGE, INC.**

SIGNED
BY:

NAME:

TITLE:

DATE:

FEID #:

DEPARTMENT OF CORRECTIONS

SIGNED
BY:

NAME:

TITLE:

DATE:

SIGNED
BY:

NAME:

TITLE:

DATE:

Approved as to form and legality,
subject to execution.

**CONTRACT AMENDMENT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS**

AND

BRIDGES OF AMERICA - THE BROWARD COUNTY BRIDGE, INC.

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Bridges of America - The Broward County Bridge, Inc., (“Contractor”) for the provision of a Work Release Transition/Substance Abuse Transitional Re-Entry Program at the Pompano Work Release Transition Program Center.

This Amendment:

- Revises Section II., R., 2., Trust Account Audit;
- Deletes Section II., R., 3., Surety Bond;
- Revises Section II., AA., Performance Standards (Measures), to add #5;
- Adds Section II., CC., Liquated Damages;
- Revises Section III., A., Payment;
- Revises Section IV., A., Department’s Contract Manager, fifth paragraph;
- Revises Section IV., A., Department’s Contract Manager, last paragraph;
- Revises Section IV., B., Department’s Contract Administrator, first paragraph; and
- Deletes Section VII., EE., Performance Guarantee.

Original contract period:
Amendment #1:
Amendment #2:

May 17, 2010 through May 16, 2015
July 10, 2011 through May 16, 2015
May 1, 2012 through May 16, 2015

In accordance with Section V., CONTRACT MODIFICATION; the following changes are hereby made:

1. Section II., R., 2., Trust Account Audit, is hereby revised to read:
2. Trust Account Audit

The Contractor will provide to the Department a report from an independent certified public accounting firm verifying that the Contractor’s trust account and individual inmate trust accounts accurately and completely reflect all deposits and deductions. The audit shall be done in accordance with generally accepted auditing standards (GAAS) for independent auditors. The auditing reports shall contain a certification from the auditing firm that its findings are totally unbiased and independent of the Contractor’s interest. The reports shall be submitted to the Contract Manager or designee and are due to the Department within thirty days after the end of every twelve (12) month period of the Contract for the duration of the Contract, including any renewal period. Should the annual trust fund audit require a corrective action plan the trust fund audit requirement will be reverted back to the semi-annual audit.

When issues of non-compliance are identified in a report from an independent certified public accounting firm, a Corrective Action Plan (CAP) shall be required of the Contractor addressing all non-compliant issues. Submission of a CAP shall be subject to the same terms and conditions as referenced in Section II., Z, entitled “Monitoring” of this Contract.

2. Section II., R., 3., Surety Bond, is hereby deleted in its entirety.
3. Section II., AA., Performance Standards (Measures), is hereby revised to add Performance Measure #5:

Performance Measure #5 – Management of Inmate Trust Accounts

Outcome: One hundred percent (100%) of all inmate trust accounts shall accurately and completely reflect appropriate deposits and deductions.

Measure: The report from the Contractor's independent certified public accounting firm shall verify that the Contractor's trust account and individual inmate accounts reflect no errors. This shall be measured every six months during the Contract term.

Standard: A minimum of ninety-seven percent (97%) of all audited Inmate Trust Accounts shall accurately and completely reflect appropriate deposits and deductions.

4. Section II., CC., Liquidated Damages, is hereby added:

CC. Liquidated Damages

By executing this Contract, the Contractor expressly agrees to the imposition of liquidated damages.

The Department's Contract Manager will provide written notice to the Contractor's Representative of all liquidated damages assessed accompanied by detail sufficient for justification of assessment. The Contractor shall forward a cashier's check or money order to the Contract Manager, payable to the Department in the appropriate amount, within ten (10) days of receipt of a written notice of demand for damages due or in the alternative, may issue a credit in the amount of the liquidated damages due on the next monthly invoice following imposition of damages. Documentation of the amount of damages imposed shall be included with the invoice, if issuing credit.

1. Liquidated Damages For Failure to meet Performance Outcomes and Standards

The Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the Performance Outcomes and Standards set forth in Section II., EE., 1. If the Contractor fails to meet a Performance Outcome and Standard, excluding Performance Outcome and Standard #4, the Department will impose Liquidated Damages in the amount of \$2500.00 per standard failed per month. Liquidated Damages will not be imposed in regard to Performance Outcome and Standard #4; however, failure to meet this standard will result in additional reporting and monitoring requirements as determined by the Department.

2. Liquidated Damages For Other Contract Requirements

In the event the Contractor fails to correct deficiencies for other Contract Requirements as noted in the Department's monitoring report, excluding licensure requirements outlined in 65D-30 and the program staffing requirements, within the time frames indicated in the Contractor's Corrective Action Plan (CAP), liquidated damages in the amount of one thousand dollars (\$1000.00) per day per deficiency will be assessed for those deficiencies that have not been timely corrected until such time as noted deficiencies are corrected.

5. Section III., A., Payment, is hereby revised to read:

A. Payment

The Department will strive to maintain 100% occupancy of the contracted available beds. The Contractor shall request payment for no more than 80% of available beds when the facility occupancy rate drops to less than 80% of all available beds.

The Department reserves the right to increase or decrease the number of beds for Substance Abuse Transition, Work Release or Work Squads, based on Department need. Any modifications to the contracted number of beds shall be valid only through execution of a formal Contract amendment.

1. For Substance Abuse Transition Re-Entry Beds:

The rate for substance abuse transition re-entry beds is fixed as indicated below. The Contractor shall be paid on a monthly basis for the operation of a Work Release Transition Program Center and delivery of related substance abuse transitional services as specified in Section II, Scope of service, at the following per diem rates per occupied bed as follows:

For the period: May 17, 2010 through March 31, 2012 up to 128 male/female beds per day.

For the period: April 1, 2012 through May 16, 2015 up to 112 male/female beds per day.

PER DIEM RATE PER OCCUPIED BED					
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	
\$55.20	\$56.30	\$56.30	\$56.30	May 17, 2013 – June 30, 2014	July 1, 2014 – May 16, 2015
				\$56.30	\$52.00

YEAR 1 – May 17, 2010 through May 16, 2011
\$55.20 per inmate, per day for up to 128 beds
 $(\$55.20 \times 128 \text{ beds} \times 365) = \$2,578,944.00$

YEAR 2 – May 17, 2011 through March 31, 2012 (Leap Year)
\$56.30 per inmate, per day for up to 128 beds
 $(\$56.30 \times 128 \text{ beds} \times 320) = \$2,306,048.00$

YEAR 2 – April 1, 2012 through May 16, 2012
\$56.30 per inmate, per day for up to 112 beds
 $(\$56.30 \times 112 \text{ beds} \times 46) = \$290,057.60$

YEAR 3 – May 17, 2012 through May 16, 2013
\$56.30 per inmate, per day for up to 112 beds
 $(\$56.30 \times 112 \text{ beds} \times 365) = \$2,301,544.00$

YEAR 4 – May 17, 2013 through May 16, 2014
\$56.30 per inmate, per day for up to 112 beds
 $(\$56.30 \times 112 \text{ beds} \times 365) = \$2,301,544.00$

YEAR 5 – May 17, 2014 through June 30, 2014
\$56.30 per inmate, per day for up to 112 beds
 $(\$56.30 \times 112 \text{ beds} \times 45 \text{ days}) = \$283,752.00$

YEAR 5– July 1, 2014 through May 16, 2015

\$52.00 per inmate, per day for up to 112 beds

$$(\$52.00 \times 112 \text{ beds} \times 320) = \$1,863,680.00$$

2. For Work Release Beds:

The rate for Work Release beds is fixed as indicated below. The Contractor shall be paid on a monthly basis for the operation of a Work Release Transition Program Center and delivery of related substance abuse transitional services as specified in Section II, Scope of Service, at the following per diem rates per occupied bed as follows:

For the period: May 17, 2010 through March 31, 2012 up to 76 male/female beds per day.
For the period: April 1, 2012 through May 16, 2015 up to 50 male/female beds per day.

<u>PER DIEM RATE PER OCCUPIED BED</u>				
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
\$21.35	\$21.77	\$21.77	\$21.77	\$21.77

YEAR 1 – May 17, 2010 through May 16, 2011

\$21.35 per inmate, per day for up to 76 beds

$$(\$21.35 \times 76 \text{ beds} \times 365) = \$592,249.00$$

YEAR 2 – May 17, 2011 through March 31, 2012 (leap year)

\$21.77 per inmate, per day for up to 76 beds

$$(\$21.77 \times 76 \text{ beds} \times 320) = \$529,446.40$$

YEAR 2 – April 1, 2012 through May 16, 2012

\$21.77 per inmate, per day for up to 50 beds

$$(\$21.77 \times 50 \text{ beds} \times 46) = \$50,071.00$$

YEAR 3 – May 17, 2012 through May 16, 2013

\$21.77 per inmate, per day for up to 50 beds

$$(\$21.77 \times 50 \text{ beds} \times 365) = \$397,302.50$$

YEAR 4 – May 17, 2013 through May 16, 2014

\$21.77 per inmate, per day for up to 50 beds

$$(\$21.77 \times 50 \text{ beds} \times 365) = \$397,302.50$$

YEAR 5 – May 17, 2014 through May 16, 2015

\$21.77 per inmate, per day for up to 50 beds

$$(\$21.77 \times 50 \text{ beds} \times 365) = \$397,302.50$$

3. For Work Squad Inmates

The rate for Work Squad beds is fixed as indicated below. The Contractor shall be paid on a monthly basis for the provision of Work Release/Program Center and related substance abuse transitional services as specified in Section II, Scope of Service, at the following per diem rates per day per occupied bed as follows:.

**CONTRACT #C2595
AMENDMENT #3**

For the period: May 17, 2010 through March 31, 2012 up to 8 male/female beds per day.
For the period: April 1, 2012 through May 16, 2015 up to 10 male/female beds per day.

<u>PER DIEM RATE PER OCCUPIED BED</u>				
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
\$37.70	\$38.45	\$39.21	\$39.21	\$39.21

YEAR 1 – May 17, 2010 through May 16, 2011
\$37.70 per inmate, per day for up to 8 beds
 $(\$37.70 \times 8 \text{ beds} \times 365) = \$110,084.00$

YEAR 2 – May 17, 2011 through March 31, 2012 (includes leap year)
\$38.45 per inmate, per day for up to 8 beds
 $(\$38.45 \times 8 \text{ beds} \times 320) = \$98,432.00$

YEAR 2 – April 1, 2012 through May 16, 2012
\$38.45 per inmate, per day for up to 10 beds
 $(\$38.45 \times 10 \text{ beds} \times 46) = \$17,687.00$

YEAR 3 – May 17, 2012 through May 16, 2013
\$39.21 per inmate, per day for up to 10 beds
 $(\$39.21 \times 10 \text{ beds} \times 365) = \$140,342.50$

YEAR 4 – May 17, 2013 through May 16, 2014
\$39.21 per inmate, per day for up to 10 beds
 $(\$39.21 \times 10 \text{ beds} \times 365) = \$143,116.50$

YEAR 5 – May 17, 2014 through May 16, 2015
\$39.21 per inmate, per day for up to 10 beds
 $(\$39.21 \times 10 \text{ beds} \times 365) = \$143,116.50$

Annual rate increases are at the Department's discretion and contingent upon legislative appropriation. Any increase in the rates will require execution of a formal Contract amendment.

6. Section IV., A., Department's Contract Manager, fifth paragraph, is hereby revised to read:

The Contract Manager of all Substance Abuse Transition Re-Entry Services specified in Section II., F., of this contract including all matters relating to program space, program licensure, program staff qualification, and program staff conduct will be:

Patrick Mahoney, Chief
Bureau of Transition and Substance Abuse Treatment Services
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, FL 32399-2500
Telephone: (850) 717-3058
Fax: (850) 922-0847
Email: Mahoney.patrick@mail.dc.state.fl.us

7. Section IV., A., Department's Contract Manager, last paragraph, is hereby revised to read:

The Substance Abuse Local Contract Coordinator will be:

Greg Franzese, Program Manager
Lowell Correctional Institution
1120 Gainesville Road
Ocala, Florida 34482
Telephone: (352) 401-5341
Fax: (352) 402-6682
Email: franzese.gregory@mail.dc.state.fl.us

8. Section IV., B., Department's Contract Administrator, first paragraph, is hereby revised to read:

The Contract Administrator for this Contract will be:

Operations Manager, Contract Administration
Bureau of Contract Management and Monitoring
Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

9. Section VII., EE., Performance Guarantee, is deleted in its entirety.

THIS SPACE LEFT INTENTIONALLY BLANK

**CONTRACT #C2595
AMENDMENT #3**

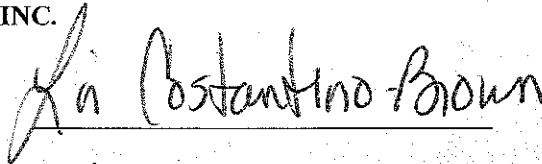
All other terms and conditions of the original Contract and any previous amendments remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:
BRIDGES OF AMERICA - THE BROWARD COUNTY
BRIDGE, INC.**

SIGNED
BY:



NAME: LORI COSTANTINO-BROWN

TITLE: PRESIDENT

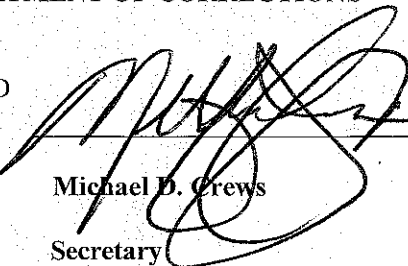
DATE: 8/29/13

FEID #: 20-2062423

DEPARTMENT OF CORRECTIONS

Approved as to form and legality,
subject to execution.

SIGNED
BY:

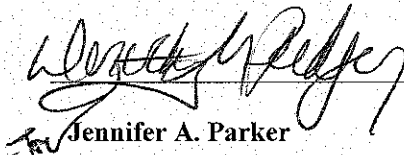


NAME: Michael D. Crews

TITLE: Secretary
Department of Corrections

DATE: 9/4/13

SIGNED
BY:



NAME: Jennifer A. Parker

TITLE: General Counsel
Department of Corrections

DATE: 9/4/13

**CONTRACT AMENDMENT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS**

AND

BRIDGES OF AMERICA - THE BROWARD COUNTY BRIDGE, INC.

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Bridges of America - The Broward County Bridge, Inc., (“Contractor”) for the provision of a Work Release Transition/Substance Abuse Transitional Re-Entry Program at the Pompano Work Release Transition Program Center.

This Amendment:

- Revises Section entitled “WITNESSETH”, to add an additional “Whereas” statements;
- Revises Section II., A., General Service Description/Purpose, second paragraph;
- Revises Section II., E., Parent Institution;
- Revises Section II., H., 4., Facility Utilities Maintenance and Repair;
- Revises Section II., U., 2., Minimum Required Staffing Positions, to add #i.;
- Revises Section II., U., 3., Staffing Qualifications – Security, to add #d.;
- Adds Section II., U., Contractor Staffing, #10., Utilization of E-verify;
- Revises Section II., Y., 1., Quarterly Performance Reports;
- Revises Section III., A., Payment;
- Revises Section III., C., Submission of Invoices, last sentence;
- Adds Section III., M., Vendor Substitute W9;
- Revises Section IV., A., Department’s Contract Manager, fourth paragraph;
- Revises Section IV., B., Department’s Contract Administrator; first paragraph and;
- Revises Section VII., EE., Performance Guarantee.

Original contract period:
Amendment #1:

May 17, 2010 through May 16, 2015
July 10, 2011 through May 16, 2015

In accordance with Section V., CONTRACT MODIFICATION; the following changes are hereby made:

1. Section entitled “WITNESSETH”, is hereby revised to add:

Whereas, due to difficult budgetary restraints and ongoing budget reductions, the Department on February 24, 2012 sent a termination letter to the Contractor with an effective date of March 31, 2012, and consequently on March 7, 2012 the Secretary of the Department and Bridges of America met and discussed other options in order to continue services to the inmates under the current contract; and

Whereas, the parties have mutually agreed that said termination letter is hereby rescinded, and have agreed to enter into this Contract Amendment and make the following modifications to the current contract;

2. Section II., A., General Service Description/Purpose, second paragraph, is hereby revised to read:

Inmates housed at the Pompano Work Release/Transition Program Center shall receive varying levels of substance abuse transition/re-entry services. During the first six (6) to twelve (12) months at the center, inmates assigned into the substance abuse transition program will receive an intensive level of services. During the remainder of their time at the work release/transition program center, these inmates will be placed in the work release program. Other inmates will be participating in the work release program upon assignment to the center. All inmates participating in work release will receive a less intensive level of services that will accommodate their work schedules.

3. Section II., E., Parent Institution, is hereby revised to read:

E. Parent Institution

A Department of Corrections' Institution hereinafter referred to as a "parent institution" will be linked with the contracted Work Release/Program Center facility. The parent institution will be located within the same geographical area and will provide oversight and limited classification services to the contracted Work Release/Program Center facility. The name and address of the parent institution is as follows:

South Florida Reception Center
14000 N.W. 41st Street
Miami, Florida 33178
Phone Number: 305-592-9567

4. Section II., H., 4., Facility Utilities Maintenance and Repair, is hereby revised to read:

4. Facility Utilities Maintenance and Repair

- a. Effective July 1, 2012 through the end of this contract the Contractor shall be responsible for all utility and telephone costs associated with the facility. Utility and telephone services accounts shall be in the Contractor's name. The Department will incur utility and telephone costs through June 30, 2012.
- b. Maintenance and repair of the facility and of Department-owned equipment available for use in the facility will remain the responsibility of the Department. Such maintenance and repair shall be dependent upon availability of funding, and shall include the following:

Roof
Doors, windows, etc.
Central Heating and Air Conditioning
Kitchen equipment/Dining furnishings
Flooring
Painted Surfaces
Inmate beds and lockers
Common Area and Dayroom furnishings
Vermin/Pest Control
Fire Extinguishing Equipment
Fire Alarms
Inspection & testing of safety equipment
Monthly inspections of facility for maintenance needs

- c. The Contractor shall arrange for inspections and testing of all alarms and fire extinguishing equipment at least semi-annually or more frequently as required by local code.
5. Section II., U., 2., Minimum Required Staffing Positions, is hereby revised to add #i.:
 - i. Operations/Shift Supervisor (optional): The Shift Supervisor position shall be a full time (40 hours per week) on-site management/professional position assisting the Facility Director and the Assistant Facility Director for the overall operations of the SAT/WR center in the absence of both the Facility Director and the Assistant Facility Director. This position is designated as a Management/ Professional staff position.
6. Section II., U., 3., Staffing Qualifications - Security, is hereby revised to add #d.:
 - d. Operations/Shift Supervisor – a minimum of a high school diploma/ GED and four (4) years of experience in the delivery of services to residents or offenders or inmates in the care, custody, or supervision of a federal, state or local criminal justice system. A Bachelor's degree can substitute for two (2) years of experience in the delivery of services to residents or offenders or inmates in the care, custody, or supervision of a federal, state or local criminal justice system.
7. Section II., U., Contractor Staffing, 10., Utilization of E-verify, is hereby revised to add:
 10. Utilization of E-Verify

As required by State of Florida Executive Order Number 11-116, the Contractor identified in this Contract is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform employment duties pursuant to the Contract, within Florida; and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department. (<http://www.uscis.gov/e-verify>) Additionally, the Contractor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform work or provide services pursuant to this Contract with the Department.
8. Section II., Y., 1., Quarterly Performance Reports, is revised to read:
 1. Miscellaneous Performance Reports

The Contractor shall provide Performance Reports upon request in a Department-approved format. These reports shall include, the inmate's full name, DC number, date of arrival, date of program entry, and work assignment status. Additionally the following information shall be provided, if requested:

 - a. Type of employment;
 - b. Pay rate of employment;
 - c. Number of inmates in each category and pay range;
 - d. Number of incidents reported;
 - e. Staff vacancies;
 - f. Number inmates unemployed and length of employment.

These reports shall be provided to the Contract Manager upon request and shall be utilized in evaluating how well or whether the Contractor is meeting/has met the performance measures identified in Section II., AA.

9. Section III. A., Payment, is hereby revised to read:

A. Payment

The Department will strive to maintain 100% occupancy of the contracted available beds. The Contractor shall request payment for no more than 80% of available beds when the facility occupancy rate drops to less than 80% of all available beds.

The Department reserves the right to increase or decrease the number of beds for Substance Abuse Transition, Work Release or Work Squads, based on Department need. Any modifications to the contracted number of beds shall be valid only through execution of a formal Contract amendment.

1. For Substance Abuse Transition Re-Entry Beds:

The rate for substance abuse transition re-entry beds is fixed as indicated below. The Contractor shall be paid on a monthly basis for the operation of a Work Release Transition Program Center and delivery of related substance abuse transitional services as specified in Section II, Scope of service, at the following per diem rates per occupied bed as follows:

For the period: May 17, 2010 through March 31, 2012 up to 128 male/female beds per day.

For the period: April 1, 2012 through May 16, 2015 up to 112 male/female beds per day.

PER DIEM RATE PER OCCUPIED BED				
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
\$55.20	\$56.30	\$56.30	\$57.42	\$58.56

YEAR 1 – May 17, 2010 through May 16, 2011

\$55.20 per inmate, per day for up to 128 beds

$$(\$55.20 \times 128 \text{ beds} \times 365) = \$2,578,944.00$$

YEAR 2 – May 17, 2011 through March 31, 2012 (Leap Year)

\$56.30 per inmate, per day for up to 128 beds

$$(\$56.30 \times 128 \text{ beds} \times 320) = \$2,306,048.00$$

YEAR 2 – April 1, 2012 through May 16, 2012

\$56.30 per inmate, per day for up to 112 beds

$$(\$56.30 \times 112 \text{ beds} \times 46) = \$290,057.60$$

YEAR 3 – May 17, 2012 through May 16, 2013

\$56.30 per inmate, per day for up to 112 beds

$$(\$56.30 \times 112 \text{ beds} \times 365) = \$2,301,544.00$$

YEAR 4 – May 17, 2013 through May 16, 2014

\$57.42 per inmate, per day for up to 112 beds

CONTRACT #C2595
AMENDMENT #2

$$(\$57.42 \times 112 \text{ beds} \times 365) = \$2,347,329.60$$

YEAR 5– May 17, 2014 through May 16, 2015
\$58.56 per inmate, per day for up to 112 beds
 $(\$58.56 \times 112 \text{ beds} \times 365) = \$2,393,932.80$

2. For Work Release Beds:

The rate for Work Release beds is fixed as indicated below. The Contractor shall be paid on a monthly basis for the operation of a Work Release Transition Program Center and delivery of related substance abuse transitional services as specified in Section II, Scope of Service, at the following per diem rates per occupied bed as follows:

For the period: May 17, 2010 through March 31, 2012 up to 76 male/female beds per day.
For the period: April 1, 2012 through May 16, 2015 up to 50 male/female beds per day.

<u>PER DIEM RATE PER OCCUPIED BED</u>				
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
\$21.35	\$21.77	\$21.77	\$22.20	\$22.64

YEAR 1 – May 17, 2010 through May 16, 2011
\$21.35 per inmate, per day for up to 76 beds
 $(\$21.35 \times 76 \text{ beds} \times 365) = \$592,249.00$

YEAR 2 – May 17, 2011 through March 31, 2012 (leap year)
\$21.77 per inmate, per day for up to 76 beds
 $(\$21.77 \times 76 \text{ beds} \times 320) = \$529,446.40$

YEAR 2 – April 1, 2012 through May 16, 2012
\$21.77 per inmate, per day for up to 50 beds
 $(\$21.77 \times 50 \text{ beds} \times 46) = \$50,071.00$

YEAR 3 – May 17, 2012 through May 16, 2013
\$21.77 per inmate, per day for up to 50 beds
 $(\$21.77 \times 50 \text{ beds} \times 365) = \$397,302.50$

YEAR 4– May 17, 2013 through May 16, 2014
\$22.20 per inmate, per day for up to 50 beds
 $(\$22.20 \times 50 \text{ beds} \times 365) = \$405,150.00$

YEAR 5– May 17, 2014 through May 16, 2015
\$22.64 per inmate, per day for up to 50 beds
 $(\$22.64 \times 50 \text{ beds} \times 365) = \$413,180.00$

3. For Work Squad Inmates

The rate for Work Squad beds is fixed as indicated below. The Contractor shall be paid on a monthly basis for the provision of Work Release/Program Center and related substance abuse transitional services as specified in Section II, Scope of Service, at the following per diem rates per day per occupied bed as follows:.

For the period: May 17, 2010 through March 31, 2012 up to 8 male/female beds per day.
For the period: April 1, 2012 through May 16, 2015 up to 10 male/female beds per day.

PER DIEM RATE PER OCCUPIED BED				
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
\$37.70	\$38.45	\$38.45	\$39.21	\$39.99

YEAR 1 – May 17, 2010 through May 16, 2011
\$37.70 per inmate, per day for up to 8 beds
 $(\$37.70 \times 8 \text{ beds} \times 365) = \$110,084.00$

YEAR 2 – May 17, 2011 through March 31, 2012 (includes leap year)
\$38.45 per inmate, per day for up to 8 beds
 $(\$38.45 \times 8 \text{ beds} \times 320) = \$98,432.00$

YEAR 2 – April 1, 2012 through May 16, 2012
\$38.45 per inmate, per day for up to 10 beds
 $(\$38.45 \times 10 \text{ beds} \times 46) = \$17,687.00$

YEAR 3 – May 17, 2012 through May 16, 2013
\$39.21 per inmate, per day for up to 10 beds
 $(\$39.21 \times 10 \text{ beds} \times 365) = \$140,342.50$

YEAR 4 – May 17, 2013 through May 16, 2014
\$39.21 per inmate, per day for up to 10 beds
 $(\$39.21 \times 10 \text{ beds} \times 365) = \$143,116.50$

YEAR 5 – May 17, 2014 through May 16, 2015
\$39.99 per inmate, per day for up to 10 beds
 $(\$39.99 \times 10 \text{ beds} \times 365) = \$145,963.50$

10. Section III., C., Invoice Submission, last sentence, is hereby revised to read:

The Contractor shall submit invoices pertaining to this contract to:

John Becker, CPA
Bureau of Classification and Central Records
Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3545
Fax: (850) 922-4178

E-mail: becker.john@mail.dc.state.fl.us

11. Section III., M. Vendor Substitute W9, is hereby added:

M. Vendor Substitute W9

The State of Florida Department of Financial Services (DFS) needs all vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridaacfo.com> by. Forms can be found at: <http://www.myfloridacfo.com/aadir/docs/SubstituteFormW-9-03-21-11.pdf> Frequently asked questions/answers related to this requirement can be found at: <http://www.myfloridacfo.com/aadir/docs/VendorFAQPosted090310.pdf>. DFS is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or FLW9@myfloridaacfo.com.

12. Section IV., A., Department's Contract Manager, fourth paragraph, is hereby revised to read:

The Local Contract Coordinators for this Contract will be:

John Becker, CPA
McKinley Crockett, III, CSC
Bureau of Classification and Central Records
Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3545
Fax: (850) 922-4178
E-mail: becker.john@mail.dc.state.fl.us

13. Section IV., B., Department's Contract Administrator, first paragraph, is hereby revised to read:

The Contract Administrator for this Contract will be:

Chief, Bureau of Procurement & Supply
Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Phone: (850) 717-3700
Fax: (850) 488-7189

14. Section VII., EE, Performance Guarantee, is revised to read:

EE. Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee equal to \$60,000.00. The form of the guarantee shall be a bond, cashier's check, treasurer's check, bank draft, or certified check made payable to the Department. The guarantee shall be furnished to the Contract Manager within thirty (30) days after execution of this Contract. No payments shall be made to the Contractor until the guarantee is in place and approved by the Department in writing.

CONTRACT #C2595
AMENDMENT #2

payments shall be made to the Contractor until the guarantee is in place and approved by the Department in writing.

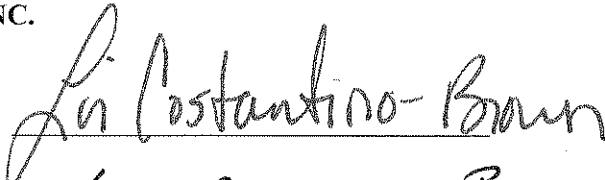
All other terms and conditions of the original Contract and any previous amendments remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
BRIDGES OF AMERICA - THE BROWARD COUNTY
BRIDGE, INC.

SIGNED
BY:



NAME: LORI COSTANTINO-BROWN

TITLE: PRESIDENT

DATE: 4/23/12

FEID #: 20-2062423

DEPARTMENT OF CORRECTIONS

Approved as to form and legality,
subject to execution.

SIGNED
BY:

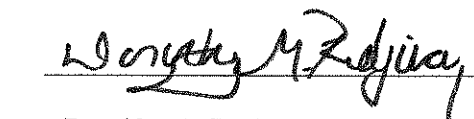


NAME: **Kenneth S. Tucker**

TITLE: **Secretary**
Department of Corrections

DATE: 5/1/12

SIGNED
BY:



NAME: **Jennifer A. Parker**

TITLE: **General Counsel**
Department of Corrections

DATE: 4/20/12

assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

4. **Section III., C., Submission of Invoice(s)**, last paragraph, is hereby revised to read:

C. **Submission of Invoice(s)**

John Becker, Correctional Program Administrator
Bureau of Classification and Central Records
Department of Corrections
501 S. Calhoun Street
Tallahassee, FL 32399-2500
Telephone: (850) 717-3545
Fax: (850) 922-2238
E-mail: becker.john@mail.dc.state.fl.us

5. **Section IV., A., Department's Contract Manager**, is hereby revised to read:

A. **Department's Contract Manager**

The Contract Manager for this contract will be:

Rusty McLaughlin, Chief
Bureau of Classification and Central Records
Department of Corrections
501 S. Calhoun Street
Tallahassee, FL 32399-2500
Telephone: (850) 717-3558
Fax: (850) 922-4178
E-mail: mclaughlin.rusty@mail.dc.state.fl.us

The Contract Manager will perform the following functions:

1. Maintain a contract management file;
2. Serve as the liaison between the Department and the Contractor;
3. Evaluate the Contractor's performance;
4. Direct the Contract Administrator to process all amendments, renewals and terminations of this Contract; and
5. Evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may designate the following daily operational contract oversight tasks related to performance and delivery of services under this contract:

1. Verify receipt of deliverables from the Contractor;
2. Monitor the Contractor's performance; and
3. Review, verify, and approve invoices from the Contractor.

The Local Contract Coordinator for this Contract will be:

John Becker, Correctional Program Administrator
Bureau of Classification and Central Records
Department of Corrections
501 S. Calhoun Street
Tallahassee, FL 32399-2500
Telephone: (850) 717-3545
Fax: (850) 922-2238
E-mail: becker.john@mail.dc.state.fl.us

The Contract Manager of all Substance Abuse Services specified in **Section II., I.,** of this Contract including all matters relating to program space, program licensure, program staffing levels, program staff qualifications, and program staff conduct will be:

Kim Riley, Chief
Substance Abuse Program Services
Department of Corrections
501 S. Calhoun Street
Tallahassee, FL 32399-2500
Telephone: (850) 717-3051
Fax: (850) 922-0847
Email: riley.kim@mail.dc.state.fl.us

The Contract Manager for Substance Abuse Services may designate tasks related to operational oversight of Substance Abuse Transition Re-Entry Services to the Substance Abuse Local Contract Coordinator. The Substance Abuse Local Contract Coordinator will be:

Dan Eberlein, Correctional Program Administrator
Lowell CI
1120 NW Gainesville Road
Ocala, FL 34482
Telephone: (352) 402-6676
Fax: (352) 402-6682
E-mail: Eberlein.Dan@mail.dc.state.fl.us

6. **Section IV., B., Department's Contract Administrator**, first paragraph, is hereby revised to read:

B. **Department's Contract Administrator**

The Contract Administrator for this Contract will be:

Chief, Bureau of Procurement & Supply
Department of Corrections
Mailing Address:
501 South Calhoun Street
Tallahassee, FL 32399-2500
Physical Address:
4070 Esplanade Way
Tallahassee, FL 32311
Telephone: (850) 717-3700
Fax: (850) 922-8897

All other terms and conditions of the original Contract and any previous amendments remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
BRIDGES OF AMERICA - THE BROWARD
COUNTY BRIDGE, INC.

SIGNED
BY: Lori Costantino-Brown
NAME: Lori Costantino-Brown
TITLE: President
DATE: 10/13/11
FEID #: 20-2062423

DEPARTMENT OF CORRECTIONS

**APPROVED AS TO THE FORM
AND LEGALITY, SUBJECT TO
EXECUTION.**

SIGNED
BY: Edwin G. Buss
NAME: **Edwin G. Buss**
TITLE: **Secretary
Department of Corrections**
DATE: 7-10-11

SIGNED
BY: Jennifer A. Parker
NAME: **Jennifer A. Parker**
TITLE: **General Counsel
Department of Corrections**
DATE: 5-26-11

**CONTRACT BETWEEN
THE DEPARTMENT OF CORRECTIONS**

AND

BRIDGES OF AMERICA – THE BROWARD COUNTY BRIDGE, INC.

This Contract is between the Florida Department of Corrections ("Department") and Bridges of America - The Broward County Bridge, Inc. ("Contractor") which are the parties hereto.

WITNESSETH

Whereas, the Department is responsible for the inmates and for the operation of, and supervisory and protective care, custody and control of, all buildings, grounds, property and matters connected with the correctional system in accordance with Section 945.04, Florida Statutes;

Whereas, it is necessary that budget resources be allocated effectively;

Whereas, this Contract is entered into pursuant to Section 287.057(5)(f)(10), Florida Statutes, which authorizes prevention services related to mental health, including drug abuse prevention programs, child abuse prevention programs and shelters for runaways operated by a not-for-profit corporation to be procured without receipt of sealed competitive bids or competitive sealed proposals; and

Whereas, the Contractor is a qualified and willing participant with the Department to provide a Work Release Transition/Substance Abuse Transitional Re-Entry Program at the Pompano Work Release/Program Center.

Therefore, in consideration of the mutual benefits to be derived hereby, the Department and the Contractor do hereby agree as follows:

I. CONTRACT TERM AND RENEWAL

A. Contract Term

This Contract shall begin on May 17, 2010, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on May 16, 2015. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

This Contract may not be renewed.

II. SCOPE OF SERVICE

A. General Service Description/Purpose

The Contractor shall provide to all inmates admitted to the Department's Pompano Work Release Transition Program Center facility, Substance Abuse Transitional Re-Entry Services that meet or exceed the requirements as outlined in this Contract. The Contractor shall provide staff to administer and deliver the Substance Abuse Transitional Re-Entry Services and supervision, housing, care, and security for program participants as outlined in this Contract. The Department shall work in partnership with the Contractor to coordinate placement of inmates into the Contractor's program. The Department shall maintain discretion over, and shall be responsible for, placement of inmates into the program.

Inmates housed at the Pompano Work Release/Transition Program Center shall receive varying levels of substance abuse transition/re-entry services. During the first six (6) to twelve (12) months at the center, inmates assigned into the substance abuse transition program will receive an intensive level of services. During the last six (6) months at the work release/transition program center, these inmates will be placed in the work release program. Other inmates will be participating in the work release program upon assignment to the center. All inmates participating in work release will receive a less intensive level of services that will accommodate their work schedules.

This Work Release/Transition Program Center shall operate as a modified Therapeutic Community (TC). The Contractor shall ensure that TC activities occur on a daily basis and include morning and wrap-up meetings. Inmates in the Substance Abuse Transition Program shall be required to participate in all TC activities. Inmates in the Work Release shall be required to participate in as many TC activities as possible, depending upon their Work Release assignment. An inmate structure shall be developed and approved by the Contract Manager or designee. TC work details shall be incorporated into every inmate's daily schedule.

The Department reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates and of the general public which is served by the Department, either directly or indirectly, through these services. The failure of the Department to set forth a specific reservation of rights as to any particular provision regarding services to be performed under this Contract does not negate the Department's reservation of rights and does not mean that any provision regarding the services to be performed under the Contract is subject to a requirement that the parties mutually agree.

B. Rules and Regulations

All facilities and services provided must meet applicable local, state and federal ordinances, laws, rules and regulations governing the operation of a Work Release Center or related facility. In addition, the Contractor shall ensure that any substance abuse services provided are in accordance with, but not limited to: Chapters 397 and 415, of the Florida Statutes; Rule 65D-30, Florida Administrative Code (hereafter F.A.C.) and all revisions and updates; Title 42, Chapter I, Part 2, Code of Federal Regulations, Confidentiality of Alcohol and Drug Abuse Patient Records, Title 45 C.F.R., Parts 160, 162 and 164, Section 4A-44.003(3), F.A.C.; and the Code of Ethics and Conduct for Addiction Professionals of Florida. The Contractor shall be licensed to provide prevention, intervention, outpatient, and aftercare services in accordance with Rule 65D-

30, F.A.C., and shall possess current licenses and shall pay for all costs associated with licenses required for the program.

All services delivered pursuant to this Contract must be provided in accordance with all administrative rules of the Department of Corrections, as contained in Chapter 33, F.A.C., Rule 65D-30, F.A.C., and any applicable Department of Corrections' procedures or guidelines as specified in this Contract, and any subsequent revisions and/or amendments thereto or newly issued applicable regulations. Should local, state, or federal laws, rules or regulations or program requirements change during the course of the Contract, the updated regulations and requirements will take precedence. The laws, rules and regulations referenced in this Contract are incorporated herein by reference and made a part hereof. Any changes in the Scope of Service required to ensure continued compliance with State or Federal laws, statutes or regulations, or Department policy or regulations will be made in accordance with Section II., C., Modifications to Contract Terms.

The specific rules, procedures and regulations identified below or elsewhere in this section are not listed to the exclusion of any other rules, procedures or regulations included throughout this Contract. The Department will monitor the Contractor to ensure compliance with all applicable rules, regulations and requirements.

Copies of the Florida Administrative Code (F.A.C.), Florida Statutes and Code of Federal Regulations (CFR) referenced herein are available on the Worldwide Web.

1. The Contractor shall comply with Chapter 33-602, F.A.C., Security Operations, including but not limited to those sections addressing Inmate Property, Searches of Inmates, Inmate Telephone Use, and Use of Force.
2. The Contractor shall comply with Chapter 33-601, F.A.C., Classification and Central Records, including but not limited to sections addressing Inmate Discipline, Community Release Programs, Inmate Visiting, Furloughs, Gain Time and Confidential Records.
3. The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (42 U. S. C. 1320d-1320d-8), and all applicable regulations as stated in Section VII., Z., Health Insurance Portability and Accountability Act.
4. The Contractor shall comply with Chapter 33-103, F.A.C., Inmate Grievances.
5. The Contractor shall comply with Chapter 33-208.002, F.A.C., Rules of Conduct.
6. The Contractor shall comply with Department of Corrections' Health Services Bulletin No. 15.07.02, Health Services for Inmates in Community Facilities.
7. The Contractor shall ensure that all Work Release/Program Centers comply with applicable Florida Administrative Code requirements, Rules of the State Fire Marshal, and applicable Uniform Fire Safety Standards found in Chapter 633, Florida Statutes, Fire Prevention and Control.
8. All services shall be provided in accordance with any Department of Corrections' substance abuse program and policy guidelines, including the use of approved standardized DC forms, instructional manuals, and any subsequent revisions and/or addenda to those documents.

9. The Contractor shall comply with the provisions of the Americans with Disabilities Act. This includes provisions referencing both employment and public service agencies (Titles I and II), as well as any other applicable provision. In the event of the Contractor's noncompliance with the discrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Contracts.
10. The Contractor shall comply with Section 944.516 (1) (h), F.S., and Rule 33-203.201, F.A.C., Inmate Trust Fund.
11. The Contractor shall comply with all mandatory American Correctional Association (ACA) Performance Standards for Adult Community Residential Services (ACRS), Fourth Edition.
12. The Contractor shall comply with Department of Corrections' Procedure 108.005, Drug Testing of Inmates.

C. Modifications to Contract Terms

The Department shall provide written notice to the Contractor thirty (30) days in advance of any required changes to the requirements outlined in the Scope of Service. Any deviations the Contractor may wish to make from these requirements must be approved in advance and in writing by the Contract Manager or designee. Unless otherwise provided for in the Contract, changes will require a formal Contract amendment as per Section V., Contract Modification.

In addition, this section establishes the only procedures by which the Contractor may obtain compensation or reimbursement in excess of the per diem rate of this Contract or by which the Department may reduce the contracted per diem rate or the Scope of Service. During the term of this Contract, policies, regulations and laws may change. In addition, the Department may request changes in the Scope of Service for operational or administrative reasons. These changes may impact Contractor's service delivery in terms of materially increasing or decreasing the Contractor's cost of providing services. While the Department recognizes that changes may occur, there is no way to anticipate what those changes will be, nor is there any way to anticipate the related costs associated with the changes. All requests for changes shall be in writing and shall be handled as a formal communication. The Contractor and the Department may agree to negotiate in advance for additional compensation to cover substantial cost increases associated with any changes in the Scope of Service required to ensure continued compliance with State or Federal laws, statutes or regulations, or Department policy or regulations. Conversely, the parties agree to negotiate a reduction in compensation should resulting changes in the scope of services result in a substantial reduction of costs.

In the event the Scope of Services changes, either substantially increasing or decreasing the Contractor's costs, the Contract may be amended in writing to address the change and reasonable compensation may therefore be paid. It is specifically agreed that any compensation will be effective the date the changed Scope of Services is directed, in writing, and implemented. Full, written justification with documentation sufficient for audit will be required to authorize an increase or decrease in compensation. In the event a change of scope occurs, either party shall have ninety (90) days to request an increase or decrease in compensation or that party will be considered to have waived this right. If the

parties are unable to negotiate an agreed-upon increase or decrease in compensation or reimbursement, the Deputy Assistant Secretary of Programs shall determine based upon changes to the Scope of Services, what the resultant compensation should be.

D. Communications

Contract communications will be in three (3) forms: routine, informal and formal. For the purposes of this Contract, the following definitions shall apply:

Routine: All normal written communications generated by either party relating to performance of the scope of services. Routine communications must be acknowledged or answered within thirty (30) calendar days of receipt.

Informal: Special written communications deemed necessary based upon either Contract compliance or quality of service issues. Informal Contract communications must be acknowledged or responded to within fifteen (15) calendar days of receipt.

Formal: The same as informal but more limited in nature and usually reserved for significant issues such as breach of Contract, failure to provide satisfactory performance, imposition of liquidated damages, or termination. Formal communications shall also include requests for changes in the scope of service and billing adjustments. Formal Contract communications must be acknowledged upon receipt and responded to within seven (7) days of receipt.

The Contractor shall respond to Informal and Formal communications in writing or via email.

The Contract Manager will utilize a date/numbering system for tracking formal communications.

The only personnel authorized to use formal Contract communications are the Department's Contract Manager(s), Contract Administrator, Deputy Assistant Secretary Office of Re-Entry, and the Contractor's President (or equivalent title) or their designee. Designees or other persons authorized to utilize formal Contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

In addition to the personnel named under formal Contract communications, personnel authorized to use informal Contract communications are the Wardens of the parent institutions, members of the Contract Monitoring Team, and any comparable corporate positions or other persons designated in writing by the Contractor.

In addition to the Contract communications noted in Section II., D., in this Contract, if there is an urgent administrative problem, the Department shall make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within two (2) hours. If a non-urgent administrative problem occurs, the Department shall make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within forty eight (48) hours. The Contractor or designee at each facility shall respond to inquiries from the Department by providing the necessary information or

records that the Department deems necessary to respond to inquiries, complaints or grievances from or about inmates within three (3) working days of receipt of the request. The Warden of the parent institution shall be copied on all such correspondence.

If there is an urgent operative problem, the Contractor shall assess the situation and immediately notify local law enforcement, emergency management, or the Warden of the parent institution, whichever is appropriate for the given situation. The Warden of the parent institution shall be notified within thirty (30) minutes of the occurrence, if not notified immediately.

E. Parent Institution

A Department of Corrections' Institution hereinafter referred to as a "parent institution" will be linked with the contracted Work Release/Program Center facility. The parent institution will be located within the same geographical area and will provide oversight and limited classification services to the contracted Work Release/Program Center facility. The name and address of the parent institution is as follows:

South Florida Reception Center
14000 N.W. 41st Street
Miami, Florida 33178
Ronald D. Jones, Warden
Phone Number: 305-592-9567

F. Assignment to the Work Release/Program Center

Inmates being considered for assignment from Department institutions to the Work Release/Program Center must meet the established eligibility criteria for referral to community correctional centers (Work Release/Program Centers), as referenced in Sections 945.091 and 945.092, Florida Statutes and Rule 33-601.606, F.A.C., Placement of Inmates Into Community Release Programs. The Department will make the initial determination of inmate eligibility and will make assignments to the Work Release/Program Center. The Department shall establish the date on which the inmate will be placed at the Work Release/Program Center and will provide transportation to the facility of all inmates when initially assigned.

The Department will provide a Transfer Packet for each inmate assigned to the facility and will make available copies of non-confidential records and a social history pertaining to the inmate being referred, as well as any other information which might relate to the inmate's suitability for participation in the program **if said documents are not otherwise protected by law**. The documents to be provided in the Transfer Packet include, but are not limited to:

1. Classification and Admission Summary
2. Photograph and ID sheet
3. Community Release Recommendation
4. Approved Visitor's List
5. Inmate Personal Property List (DC6-224)
6. Inmate Program Assessment and Participation printout (DC32 Screen)
7. Inmate Program Completion printout (DC34 Screen)
8. Health Information Transfer Summary (DC4-760A)
9. Monetary Reimbursement Agreement for COPS (DC6-123)

10. DC obligations
11. Inmate Substance Abuse Priority Screening (IM08 Screen)
12. Substance Abuse Program Participation (DC72 Screen)

G. Intake and Orientation

The Contractor shall conduct intake and orientation on each inmate within twenty-four (24) hours of admittance into the Work Release/Program Center. Documentation of intake and orientation shall be documented on the Personalized Program Plan (PPP) in WRIMS.

The Contractor shall perform intake and orientation tasks that address the following specific areas:

1. Intake: Immediately upon the inmates' arrival at the Work Release/Program Center, the Contractor shall notify the OIC at the parent institution and shall complete a Department of Correction's Letter of Notice (Form DC6-102). The inmate shall be furnished a copy of the Letter of Notice (Form DC6-102) and must agree to abide by the conditions of the Letter of Notice. An inmate who refuses to sign the Letter of Notice after being admitted shall immediately, without delay, be returned to the physical custody of the Department.
2. Orientation: No later than fifteen (15) days prior to the start of services, the Contractor shall provide a copy of the orientation program to the Department's Contract Manager. The topics to be addressed in the orientation program for all inmates entering the Work Release/Program Center shall include but not be limited to the following:
 - a. Facility rules and regulations, inmate handbook, daily schedule procedures, expected behavior, duties and responsibilities while at the Work Release/Program Center;
 - b. Facility privileges including visitation, shopping trips, religious services and furloughs;
 - c. Substance Abuse Transition Re-Entry Services required and available;
 - d. Employment services available, including job development, placement and retention; and
 - e. Management of personal funds and financial responsibilities.

The Contractor shall establish a written policy/procedure to compensate for inmates with language or literacy barriers in order to prevent them from misunderstanding any of the above topics. Inmates shall sign a "Certificate of Completion" upon completion of the orientation program.

3. Development of a Personalized Program Plan: The Contractor shall assess each inmate's substance abuse, educational, vocational, employment and re-entry needs, identify long term goals and areas requiring immediate attention and develop a Personalized Program Plan (PPP) on the inmate within fourteen (14) days of arrival, using Department Form DC6-118A or WRIMS. This plan shall facilitate successful re-entry to the community following incarceration. Any revisions to the PPP shall be entered into WRIMS electronically. The Contractor shall meet with each inmate at least monthly to review the PPP and to evaluate and discuss the inmate's performance and progress in the program. Verbal feedback shall be provided to the inmate and the Contractor shall document the monthly review electronically in

WRIMS in the case note session. The PPP, bi-weekly reviews and subsequent revisions shall be signed and dated by the Contractor's staff and the inmate.

4. **Information Release Forms:** The Contractor shall ensure that each inmate signs appropriate release of information forms so that authorized Department staff have access to required inmate information. In order to release information to employers, service providers, etc., a release of information shall be obtained from the inmate utilizing Department Form DC4-711B. The Contractor shall adhere to Chapter 33-601.901, F.A.C., Confidentiality of Records.
5. **Case Files:** The Contractor shall prepare a case file for each inmate upon intake. This case file shall be housed and maintained at the Work Release/Program Center facility until the inmate is discharged from the Work Release/Program Center, at which time, the case file will be released to the parent institution. The Contractor shall share all information and records pertaining to inmates with Department staff upon request. The Contractor shall comply with record-keeping requirements relating to documentation of inmate admission, employment, program services rendered to inmates, referrals to community providers, incidents reports, and other similar information. The inmate's official record (master file) for inmates housed at the Contractor's Work Release/Program Center will be housed at and maintained by the Department at the parent institution. All case files shall contain documentation as required by the service specifications of this Contract including but not limited to the following:
 - a. Classification and Admission Summary;
 - b. Documentation of intake and orientation signed by the inmate;
 - c. Financial obligations, payments, etc;
 - d. Gain time evaluations;
 - e. Grievance information;
 - f. Property receipts, confiscation, etc.;
 - g. Documentation of all incidents, counseling, and rule violations; not documented in WRIMS or the Substance Abuse Clinical file;
 - h. All other documents concerning inmate participation in the Work Release/Program Center program documented in WRIMS or the Substance Abuse Clinical file;
 - i. Photograph and ID Sheet;
 - j. Community Release Recommendation;
 - k. Personalized Program Plan (DC6-118A), if not documented in WRIMS;
 - l. Transition Release Plan (DC6-118D);
 - m. Approved Visitor's List;
 - n. Authorization for Release of Information (DC4-711B);
 - o. Inmate Requests (DC6-236);
 - p. Rules for residence and disciplinary policy, signed by inmate;
 - q. Monetary Reimbursement Agreement (DC6-123);
 - r. Employer's Community Work Release/Program Center Agreement (DC6-124);
 - s. Initial Intake Information Form;
 - t. Letter of Notice (DC6-102);
 - u. Furlough Agreement Type A (DC6-178);
 - v. Furlough Agreement Type B (DC6-179);
 - w. Type B Furlough Sponsor/Citizen Volunteer Agreement (DC6-152);
 - x. Employment Contacts (DC6-125), if not documented in WRIMS;
 - y. Inmate Personal Property List (DC6-224), if not documented in WRIMS;
 - z. Inmate Impounded Personal Property List (DC6-220), if not documented in WRIMS;

- aa. Receipt for Personal Property (DC6-227);
 - bb. Certificate of Orientation (DC6-126);
 - cc. Inmate Program Participation Screen DC32 (Screen Prints);
 - dd. Inmate Program Achievement Screen DC34 (Screen Prints);
 - ee. Cardinal Rules (DC5-738);
 - ff. General Program Rules (DC5-739);
 - gg. Group Rules (DC5-740);
 - hh. Major Program Rules (DC5-741);
 - ii. Inmate TABE scores DC37 (Screen Print); and
 - jj. IM08 Screen Print.
6. Health Records Files: The Contractor shall prepare a Health Records File for each inmate upon intake. The Contractor shall share all information and records pertaining to inmates with Department staff upon request, in compliance with the Health Insurance Portability and Accountability Act (HIPAA). All Health Records Files shall contain documentation as required by the service specifications of the Contract, and at a minimum, shall contain:
- a. Medical information;
 - b. Community Work Release/Program Center Health Assessment (DC4-750).
7. Confidentiality: The Contractor shall maintain confidentiality of all case files, health record files and references to inmates receiving services in accordance with applicable local, state, and federal laws, rules and regulations. The Department and Contractor agree that all information and records obtained in the course of providing services to inmates shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations. The Contractor shall ensure that inmates do not have access to any file, either their own or another inmate's. The Contractor shall return an inmate's Case File and Health Records File to the parent institution within twenty-four (24) hours of termination or release of the inmate.
8. Daily Log of Activities: The Contractor shall maintain a daily log in WRIMS at the Work Release/Program Center facility that shall provide a daily record of activities and a method for information exchange between work shifts. This method of information exchange may take the place of briefings and shall provide updates as to the status of the facility and inmates in order to assist Contractor staff in managing any issues that might arise during the shift.

The daily log shall be approved in WRIMS by the designated supervisor at the end of each shift, and indicate the Work Release/Program Center inmate count, time of staff change and responsible staff. The log shall include, but not be limited to, the following information:

- a. All inmate counts;
- b. Escapes;
- c. Receipt of new inmates;
- d. Transfer, release or termination of inmates;
- e. Inmates who must be picked up at a specific time and location;
- f. Status of inmates out on furloughs;
- g. Special permission given to any inmate to do something that will take place during the incoming staff's shift;
- h. Any unusual occurrences at the center during the preceding shift; and

- i. Any other important information which the incoming staff should be aware of.

Upon written notice to the Contractor, the Department may direct that additional information be kept on the daily log.

The Contractor shall ensure that the daily logs correctly document the required information as they may be used in subsequent investigations, court cases, litigation or program audits. Therefore, it is important that these logs be completed for this purpose, as well as to adequately inform incoming staff.

H. Service Delivery Locations, Times, Facilities and Equipment

1. Facility Location

All services under this Contract shall be delivered/ provided at the following Department-owned facility:

Pompano Work Release Transition Program Center
5600 N.W. 9th Avenue
Ft. Lauderdale, Fla. 33309

2. Service Times

The Contractor shall operate and staff a facility twenty-four (24) hours per day, seven (7) days a week, three hundred sixty-five (365) days a year. The Contractor shall provide Substance Abuse Transitional Re-Entry Services at times that will accommodate the majority of inmates' work schedules.

3. Facility Operational Requirements:

In addition to use of the Department's facility, prior to delivery of services, the Contractor shall provide one (1) Modular Unit, no smaller than 56' X 73', with the capacity for eight (8) classrooms. The Contractor shall place the Modular Unit on the grounds of the Pompano Work Release/Transition Program Center in a location to be approved by the Contract Manager. The Contractor shall pay all costs associated with the set-up of the modular unit. The Contractor shall equip the Modular Unit with appropriate classroom furnishings.

The Contractor shall keep all facilities clean and safe, and shall be responsible for the upkeep of the facility grounds. The Contractor shall meet all of the following requirements:

- a. Provision of three (3) balanced and nutritious on-site meals per day in accordance with the Department's Master Menu for inmates at the facility.
- b. Provision of on-site local telephone service for inmates' use with a sufficient number of telephone instruments to ensure one (1) telephone per fifteen (15) inmates. Telephone service will be provided in accordance with Rule 33.602.205 F.A.C., Inmate Telephone Use.
- c. Approved bedding and linens that meet appropriate summer and winter comfort zones, to include a flame retardant pillow and mattress. Linens and toilet articles for the maintenance of personal hygiene are to be supplied one time to each inmate upon

arrival at the Work Release/Program Center. Additional toilet articles are to be supplied to only those inmates who have no means of purchasing such items on their own. Otherwise, inmates with sufficient funds available will be required to provide their own personal hygiene items such as soap and deodorant. Once inmates are established at the Contractor's facility, they may be required to obtain bed linens themselves.

- d. Prompt notification of any facility deficiencies shall be made to the Warden of the parent institution by the submission of a work order request.
 - e. Provision of laundry equipment (washer, dryer and detergent vending) for inmate use, sufficient to ensure one (1) washer and one (1) dryer per every fifteen (15) inmates. Any equipment provided by the Contractor for these services may be coin-operated and the Contractor may retain any revenue generated by said equipment. The cost charged to an inmate for use of the laundry vending equipment shall be in accordance with common community practice.
 - f. Provision of a minimum of one first aid kit for every twenty-five (25) inmates.
 - g. Provision of a minimum of one blood-borne pathogen exposure control and clean up kit for every twenty-five (25) inmates.
 - h. The Contractor shall provide a floor plan that establishes a written evacuation plan for the facility. These plans shall be posted on-site and a copy shall be provided to the Contract Manager or designee and the contact person at the parent institution within ten (10) days of Contract execution.
 - i. To the maximum extent possible, the facility is located in proximity to public transportation, community resources and employment opportunities. In the event that other transportation is not chosen by the inmate, the Contractor shall assist the inmate with transportation needs, i.e., for job interviews, employment, educational and vocational training, and medical and mental health appointments at a cost to the inmate not to exceed \$3.00 each way (if Contractor provided).
 - j. The Contractor shall make office space available for use by Department staff that allows for confidential business to be conducted. The Contractor shall also provide access to a phone line and ensure that inmates do not have access to this space except for inmates being interviewed by Department staff.
4. Facility Utilities Maintenance and Repair

The provision of electricity, water and maintenance and repair of the facility and of Department-owned equipment available for use in the facility will remain the responsibility of the Department. Such maintenance and repair shall be dependent upon availability of funding, and shall include the following:

Roof
Doors, windows, etc.
Central Heating and Air Conditioning
Kitchen equipment/Dining furnishings
Electrical and Plumbing
Flooring
Painted Surfaces

Inmate beds and lockers
Common Area and Dayroom furnishings
Office Phones (excludes phones for inmate use)
Vermin/Pest Control
Fire Extinguishing Equipment
Fire Alarms
Inspection & testing of safety equipment
Monthly inspections of facility for maintenance needs

The Contractor shall arrange for inspections and testing of all alarms and fire extinguishing equipment at least semi-annually or more frequently as required by local code.

5. Equipment and Supplies

The Contractor shall be responsible for providing all materials related to operation of the Work Release/Program Center facility and related substance abuse and transitional services, including, but not limited to, household and other supplies, linens, inmate telephones, program curriculum and recreational materials, food, materials necessary to perform required administrative functions (e.g., office space, office supplies, copy paper, office and inmate consumables, forms, telephones, start-up supplies, and preparation of documents).

The Contractor will be required to utilize Department of Corrections' standardized forms as required. A sample of all forms, with the exception of two or three-part colored copy forms will be available from the Department and may be duplicated as necessary for use by the Contractor. Any multi-part/colored form shall be available upon request from the parent institution.

6. Information Technology Software

To assist in the facilitation of a successful Work Release/Program Center operation, the Department has developed and will maintain a software application for use by the Contractor. The application shall be used for operational purposes related to the provision of services under this contract and will provide inmate information, automation of daily Work Release/Program Center operations, electronic communications, forms, data collection capability and rules and procedures pertinent to the operation of Work Release/Program Centers. The Department will provide equipment such as: computers, intranet/internet access, printers, networking devices and cabling necessary for a turn-key deployment. This equipment is of the same type and specifications used in Department operations for this type of program. This system is managed by the Department's Information Technology staff, and included is installation, access, maintenance, help desk functions directly related to the application and security. No other person is allowed to troubleshoot or modify this application. Access to the personal computers and/or application is restricted to authorized Department and Contractor's staff. The application is required to be used by the vendor to communicate general status changes, updates and logging of daily activities at the Work Release/Program Center facility. In addition to maintaining and communicating general status changes, the application provides a means of capturing specific data required for mandatory reporting per the contract. Data for monthly and quarterly reporting requirements as well as monitoring statistics will be entered into the application by Contractor's staff and reports generated bases on established timeframes. Application training for Contractor's staff will be provided by the Department. The Contractor shall comply with the Department's procedure number

206.004, Internet Services, which covers guidelines for intranet/internet usage. The Department may immediately cancel access to/use of this application if misused by Contractor's staff or its agents, or assigns.

I. Substance Abuse Transitional Re-Entry Programming:

Upon execution of the Contract, the Contractor shall provide to the Contract Manager or designee for review and approval, a daily program schedule indicating how all required program activities, program modules, and services will be implemented at the program site. Any changes to the approved program schedule must be approved in advance and in writing by the Contract Manager or designee.

1. Treatment Plans

The Contractor shall develop any initial service, intervention, individual, or aftercare plan that may be required by Rule 65D-30, F. A. C. and all updates and revisions, in accordance with the timeframes specified in the rule. For inmates who only receive prevention services the Personalized Program Plan described in Section II., G., 3. will suffice.

2. Daily Schedule

Every inmate in the program, regardless of their level of participation, shall have an individualized daily schedule of structured program /work activities in which to participate from at least 6:00 a.m. to 10:00 p.m., Monday through Sunday. The Contractor shall be responsible for maintaining the individualized daily schedule in an electronic format in the respective inmate's clinical or classification file, as appropriate, and shall provide it to the Contract Manager or designee for review upon request.

3. Program Modules

a. Prevention Services

The Contractor shall provide Level 1 Prevention Services utilizing the prevention strategies of Information Dissemination, Education, and Alternatives to all inmates at the facility. These services shall be provided in accordance with Rule 65D-30.013, F.A.C. and all revisions and/or updates.

The Contractor shall provide the following program modules as Level 1 Prevention services to all inmates who enter the facility for programming:

- | | |
|--------------------------------------|--------------------------------|
| 1) Family Development Phase 1 | (min. 80 hours) |
| 2) Victim Awareness | (min. 40 hours) |
| 3) Anger Management | (min. 40 hours) |
| 4) Transition Class | (min. 100 hours) if applicable |
| 5) Criminal Thinking/Thinking Errors | (min. 100 hours) |
| 6) Addiction Education | (min. 40 hours) |
| 7) Budgeting | (min. 40 hours) |
| 8) Employment Re-entry Skills | (min. 40 hours) |

b. Employment and Transition Services

The Contractor shall provide employment and transition services to inmates based on the same premise as the Department's current program for extension of the limits

of confinement (work release). Services provided are intended to facilitate successful re-entry into society upon completion of incarceration through development of independent living skills and economic self-sufficiency gained through meaningful employment. The Contractor shall provide employment and transition services to include, but not be limited to, the following:

- 1) **Employment Re-Entry Skills and Job Placement:** The Contractor shall assist inmates with the development and application of job readiness skills and job search skills such as:
 - a) Completing job applications;
 - b) Appropriate interviewing techniques;
 - c) Realistic expectations about salary, hours, benefits; and
 - d) Acceptable grooming, personal hygiene, demeanor and attitude.

The Contractor shall also assist participants with obtaining a Driver's License and/or a Social Security card, if necessary. This assistance will be provided on an ongoing basis throughout the inmate's participation in the Work Release/Program Center.

Inmates may only work between the hours of 6:00 a.m. and midnight.

- 2) **Job Retention:** The Contractor shall assist inmates with developing and applying job retention skills including, but not limited to:
 - a) Satisfactory presence on a job;
 - b) Following rules and regulations;
 - c) Getting along with supervisor(s) and co-workers; and
 - d) Desirable work habits and attributes.
- 3) **Job Changes and/or Advancement:** The Contractor shall provide ongoing instruction related to job changing and/or advancement techniques, including, but not limited to:
 - a) When job changes are appropriate;
 - b) Proper steps for leaving/terminating jobs; and
 - c) Strategies for seeking job advancement and promotions.

Through linkages to public and private employers, trade and vocational schools, and employment referral services in the community, the Contractor shall facilitate meaningful opportunities for employment and training. Participants engaged in vocational and/or educational training programs shall be required to maintain paid employment a minimum of twenty (20) hours per week.

With the exception of Addiction Education and Employment Re-Entry Skills, the Department will provide a basic curriculum to be utilized for all program modules listed above. The Contractor may supplement this curriculum upon written approval from the Contract Manager or designee.

4. **Psycho-educational and Skill Building Programming:**

Based on the inmate's individual needs, the Contractor shall also offer the psycho-educational and skill building programming listed below as Level 1 Prevention Services. When conducted as psycho-educational groups, these groups shall not exceed twenty-five

(25) participants. The Contract Manager or designee shall approve all curricula for all psycho-educational and skill building programming.

- a. Human Relationships and Interpersonal Skills
- b. Communication, Listening, and Assertiveness Skills
- c. Stress Reduction and Management
- d. Problem Solving and Decision Making
- e. Motivational Techniques
- f. Examination of Attitudes and Beliefs
- g. Nutrition/Personal Hygiene
- h. Parenting Skills
- i. Domestic Violence Prevention
- j. Anxiety/Depression Management
- k. Trauma Reduction
- l. HIV/AIDS/Communicable Diseases

5. Educational Component

The Contractor shall provide a comprehensive educational component to enable each inmate to obtain basic skills commensurate with his/her abilities. This program shall be operational and staffed a minimum of forty (40) hours per week. The educational component shall include Adult Basic Education (ABE) classes, a General Equivalency Diploma (GED) program, and adult education classes. The Contractor shall provide inmates with the opportunity to take the GED examination at the facility site or alternate site approved by the Substance Abuse Program Contract Manager/designee and parent institution Warden/designee. The Contractor may utilize the local school board and/or other community resources to provide this component. The inmate's psychosocial assessment/update and treatment plan, aftercare plan and/or daily schedule shall reflect the need for participation in educational programming.

6. Vocational Component

The Contractor shall provide a certified culinary training program of 520 hours/130 classroom days' duration. Class size shall be limited to fifteen (15) students per class. Two (2) four (4) hour classes shall be held each day- one in the morning and one in the afternoon. Instruction will be provided by a full-time (40 hours per week) instructor. The Contractor shall provide a certificate of completion/diploma to each inmate who successfully completes the Vocational Component. The inmate's psychosocial assessment/update and treatment plan, aftercare plan and/or daily schedule shall reflect the need for participation in vocational programming. Participation in the vocational component is considered a requirement of substance abuse programming if a documented need for vocational services exists.

7. Faith-Based Activities

The Contractor shall provide access for inmates to non-denominational and denominational services a minimum of one time per week not to exceed three (3) hours in duration as directed in Rule 33-601.602 F.A.C.

8. Value-Added Services

The Contractor may elect to provide certain value-added services. Any proposed services shall be inclusive of the contract price paid by the department, and provided at no additional cost to the inmate. The services are to be available on an ongoing basis throughout the inmate's participation at the Work Release/Program Center and shall include, but not be limited to, the following:

- a. Driver Training Course for License Reinstatement
- b. Citizen advisory committees

9. Substance Abuse Programming

In addition to the programming listed above, the Contractor shall provide the following substance abuse programming. All substance abuse services shall be provided in accordance with Rule 65D-30, F.A.C. and any applicable Department procedures, guidelines, rules or manuals.

- a. Outpatient Counseling Services – In addition to Level 1 Prevention Services, the Contractor shall provide outpatient substance abuse counseling to any inmate that is identified by the Department to be mandated for substance abuse program participation and who has not successfully completed an In-Prison Intensive Outpatient or Residential Program during the inmate's current incarceration prior to placement in the Work Release/Program Center. This outpatient substance abuse counseling will, at a minimum, consist of one (1) sixty (60) to ninety (90) minute process group two (2) to four (4) times per week depending on individual clinical need, for minimum of four (4) months and one (1) forty-five (45) minute individual counseling session per month. Additional individual/group counseling sessions may be scheduled if clinically warranted.
- b. Outpatient Aftercare Services – In addition to Level 1 Prevention Services, the Contractor shall provide aftercare substance abuse services to any inmate, including an inmate in the Work Release component, who has completed the outpatient substance abuse programming module or who arrives at the facility without having successfully completed an In-Prison Intensive Outpatient or Residential Program during their current incarceration prior to placement in the Work Release/Program Center. Aftercare services shall include one (1) sixty (60) to ninety (90) minute process group a minimum of one time per week, depending on individual clinical need, until the inmate leaves the facility and one (1) forty-five (45) minute individual counseling session one time per month until the inmate leaves the facility. Additional individual/group counseling sessions may be scheduled if clinically warranted.

10. Re-entry/Transition Plan

All inmates shall participate in the development of a comprehensive Re-Entry/Transition Plan prior to their release from the facility. Contractor staff must approve this plan. A copy shall be placed in the inmate's classification file and the clinical substance abuse file, if one exists.

11. Substance Abuse Clinical Charts

Inmates receiving outpatient or aftercare substance abuse programming services shall have a clinical chart. Provision and documentation of all substance abuse services including the, psychosocial assessment/screening requirements, initial and individualized service plan requirements, aftercare plans, progress/summary notes and discharge summaries shall be completed in accordance with Rule 65D-30, F.A.C., and all revisions and updates thereto.

12. Program Rules

The Contractor shall ensure that inmates participating in the Substance Abuse Transition Re-Entry Program have a safe environment for growth and positive risk-taking. The Contractor shall ensure that all inmates are oriented to and abide by all Program rules established by the Department, including, but not limited to the following: Cardinal Rules (Form DC5-738, Attachment 1), General Program Rules (Form DC5-739, Attachment 2), Group Rules (Form DC5-740, Attachment 3), and Major Program Rules (form DC5-741, Attachment 4). Each inmate shall be required to review the Program rules and sign a form indicating that they understand and agree to follow all rules.

Repeated rule violations may result in discharge from the program. Any inmate who violates a Cardinal Rule(s) shall be immediately discharged.

Each inmate shall be expected to arrive on time at all program activities. An inmate who fails to arrive on time will not be admitted to or given credit for the activity. In the event an inmate is late or absent from a scheduled treatment activity and the inmate's whereabouts cannot be immediately determined by Contractor's program staff, the Contractor's program staff shall immediately notify facility operations staff and the parent institution for appropriate action.

Contractor's staff is responsible for the supervision of all Substance Abuse program inmates while they are under staff's care.

13. Admission/Discharge Criteria for Substance Abuse Programming

The Contractor shall comply with the Department's procedures titled, "*Substance Abuse Program Admissions-Institutions*" (No.507.202) and "*Substance Abuse Program Completion or Termination-Institutions*" (No.507.203) and any revisions or updates thereto, for all inmate admissions and discharges from the Substance Abuse Transitional Services Programming component.

14. Clinical Supervision and Quality Improvements

The Contractor shall provide on-site clinical supervision no less than four (4) hours per month, per counselor. Clinical supervision shall be provided by the designated on-site Program Director/Clinical Supervisor and at a minimum shall include:

- a. One individual, face-to-face interview of one hours' duration with each counselor to discuss clinical problems, program issues and training needs. This interview shall be documented and signed by the counselor and the supervisor.

- b. One hour observing group or individual counseling conducted by each counselor. Documentation of the observation shall be signed and dated by the counselor and supervisor.
- c. Review of clinical charts which shall be signed, dated and credentialed by the Qualified Professional (Program Director) in accordance with Rule 65D-30, F.A.C. and Chapter 397, F.S. In addition, a minimum of five (5) charts or ten percent (10%) of the program's total charts, whichever is greater, must be reviewed monthly. The Program Director/Clinical Supervisor shall document the results of this review and submit the results with the clinical supervision report. The Program Director/Clinical Supervisor shall be responsible for the overall quality of each clinical file.

15. Contractor Quality Assurance

The Contractor shall develop, implement and utilize a quality assurance program to ensure that high-quality program services are delivered. This program shall meet the minimum requirements established in Chapter 397, F.S., and Rule 65D-30, F.A.C. The Contract Manager or designee shall approve this program.

At a minimum, the Contractor's quality assurance program shall include provisions for clinical supervision, peer reviews and staff in-service training.

The Contractor shall participate in ongoing program quality improvement as requested by the department. The Contractor shall be responsible for all costs incurred as a result of this quality improvement.

16. Substance Abuse Clinical Program Records

The Contractor shall ensure that all information and records obtained in the course of providing Program services are confidential, and that disclosure provisions of applicable Federal and State statutes and regulations are followed. The Contractor shall ensure that all inmates sign appropriate Release of Information forms, which will authorize the Contractor to share program information with the department and sentencing authorities.

The Contractor's Program Director shall be responsible for ensuring that all clinical files are complete and up to date, that information in each file is protected with respect to confidentiality laws, and that auditing of the files occurs on a regularly scheduled basis. The Contractor shall likewise ensure that information contained in the clinical files agrees with information entered into the Offender-Based Information System (OBIS). The department will provide the Contractor current information from OBIS in either hard copy format or by allowing electronic access. If allowed, the Contract Manager or designee will coordinate electronic access.

The Contractor shall be responsible for maintenance of all clinical program records including, but not limited to, program service plans, progress notes, releases and recommendations, in accordance with Chapter 397, F.S. and Rule 65D-30, F.A.C., and Department procedures, manuals, technical instructions, and all updates thereto. A clinical file shall be established for every inmate who is enrolled in the program. In addition, the Contractor shall comply with all rules established by the Department concerning record keeping. Only Department- approved program forms shall be

utilized in recording service delivery. All clinical files shall be maintained in a locked file cabinet.

When an inmate who is participating in program services is transferred from an institution, the Department will ensure that substance abuse program staff is notified of the impending transfer in order that the clinical record may be transferred with the inmate.

J. Contractor Procedures

All procedures outlined below must be submitted to the Contract Manager or his/her designee for approval prior to the start-date of services. The Department shall provide written approval accepting these procedures and shall delineate any procedures that should be restricted from being posted for security reasons.

The Contractor and staff must operate the Work Release/Program Center according to Department-approved procedures. The Contractor shall request written approval of any modification to said procedures prior to implementation of change. The Contractor shall provide a designated location at the facility (i.e., bulletin board) for posting of approved written procedures governing inmates, including new or revised policies and procedures.

NOTE: The Contractor shall not post any restricted security procedures. Posting of a restricted security procedure may be considered a breach of this Contract for which termination may result.

1. Operating Procedure: The Contractor shall establish written operational procedures and policies governing the daily operations of the facility/program for use by Contractor and Departmental staff. Such operating procedures shall specify the mechanisms by which the Contractor shall provide services to and oversight of inmates residing at the facility and by which inmates will engage in activities both on and off-site. The procedures shall address in detail how the daily operations of the facility meet the requirements of the Scope of Service, including, but not limited to the following areas: admission, termination, release, intake, orientation, substance abuse program services, delivery of employment services and other transitional services, handling fiduciary accounts and inmates' personal property, delivery of food and medical services, visitation and security procedures.
2. Inmate Handbook: The Contractor shall provide a handbook to inmates that outline the Work Release/Program Center operations, including, but not limited to the purpose, and philosophy of the program, all available programs/services, rules of the facility, daily schedule, contact information and behavior guidelines.
3. Emergency Operations Procedure and Plan: The Contractor shall establish a written Emergency Operations Procedure for maintaining custody and control of inmates in the event of an emergency such as a fire, natural disaster, hurricane, or other severe weather, which shall include a plan for evacuation and relocation should such actions become necessary. This plan shall be maintained on-site and a copy provided to the Contract Manager and Warden of the parent institution, prior to the start-date of services. The Emergency Operations Procedure and Plan shall be considered restricted and shall not be posted or shared with inmates.
4. Security, Supervision and Accountability Procedure: The Contractor shall provide written procedures that staff shall follow to monitor the movement and location of

inmates at all times, including procedures for sign-in and sign-out, head counts, job checks, searches, contraband control, and furloughs and that outline the process for notifying the Officer-in-Charge at the parent institution in the event that the whereabouts of an inmate become unknown.

5. Termination Procedure: The Contractor shall establish written procedures for termination of an inmate from the Work Release/Program Center. In the event of termination, this procedure will address the following: reason for termination, notification to the Department, transfer back to the Department (if applicable), securing the inmate and his/her property, and handling of inmate fiduciary account funds.
6. Release Procedure: The Contractor shall establish a written procedure outlining the process for release of an inmate at expiration or termination of sentence.
7. Medical Procedure: The Contractor shall have a written procedure describing the manner by which an inmate will be referred for medical services on a twenty-four (24) hour a-day basis. The plan shall describe the process by which inmates exhibiting symptoms of communicable and/or infectious diseases or debilitating physical symptoms will be referred for routine or emergency medical treatment.
8. Grievance Procedure: The Contractor shall establish a procedure by which inmates may present informal grievances related to services provided to them by the Contractor and/or Contractor's staff. The procedure shall, at a minimum, address inmates' due process rights and any substantive issues sought to be raised by the inmates. The procedure shall advise the inmate of the proper method of presenting the informal grievance. All inmates wishing to pursue the informal grievance process shall do so using the Inmate Request Form (DC-6-236) prior to filing a formal grievance.
9. Visitors' Procedure: The Contractor shall establish a written visitors' procedure that outlines the processes and policies, including allowable dates and time frames that visitors shall comply with when visiting inmates at the Work Release/Program Center in accordance with Rules 33.601.713 -.737, F.A.C. This procedure shall be posted according to the requirements in the administrative rule and also be made available for visitors upon request.

K. Security

1. Security Equipment: The Contractor shall maintain adequate security equipment, i.e. handcuffs, leg irons, waist chains and flex cuffs, to ensure custody and control of the inmate population in the event of an emergency. Proper control and inventory of security equipment will be maintained at all times.
2. Inmate Counts: The Contractor shall conduct a minimum of three (3) head counts per day, at least six (6) hours apart and other counts as deemed appropriate by the Contractor or Contract Manager/Designee, accounting for all inmates either on or off the premises.
3. Incident Reports: The Contractor shall immediately report all incidents, including but not limited to, the following:
 - a. Incidents involving any use of force by a member of the Contractor's staff upon any inmate;
 - b. Significant staff disciplinary incidents;
 - c. Staff employment terminations;

- d. Any and all new staff arrests regardless of offense;
- e. Physical or verbal threats by staff or altercations involving visitors or inmates;
- f. Assault by an inmate upon another inmate, Contractor's staff, citizens, employers, or others;
- g. Destruction of property;
- h. Inmate medical emergencies; and
- i. Incidents involving citizens, employers, inmate families, and others.

The information collected shall include but not be limited to the name of the inmate, visitor or staff involved in the incident, DC# of the inmate, nature and details of the incident, name of staff reporting the incident and disposition. All incident reports shall be submitted to the Warden of the parent institution for final review within twenty-four (24) hours of occurrence, or of the Contractor's knowledge of the incident, whichever occurs first.

- 4. Escapes: Any inmate who fails to remain within an approved designated area under the facility's specified terms or fails to return to the facility at the time prescribed shall be placed on escape status. If, at any time, the inmate cannot be located and his/her whereabouts are unknown to the Contractor's staff, the Contractor shall immediately notify the Department's designated officer-in-charge at the parent institution. Personal property left by an escaped inmate shall be secured, inventoried, and made available for the parent institution to pick up, and all remaining funds belonging to the inmate shall be forwarded to the parent institution. A Disciplinary Report shall be completed and forwarded to the parent institution.
- 5. Furloughs: Inmates who are eligible for Type B furloughs pursuant to Rule 33-601.603, F.A.C., will be so identified (by the Classification Officer) in the Transfer Packet provided to the Contractor upon the inmate's arrival. Such inmates may take a maximum of one (1) eight-hour furlough in a seven-day period. Inmates not approved upon their arrival for Type B furloughs will be evaluated for approval upon achieving time frame eligibility. The Contractor shall determine each week if a Type B furlough-approved inmate has earned the privilege of the furlough for that week based on their behavior and work product. Prior to the Contractor authorizing a Type B furlough, the Contractor will ensure the furlough sponsor has been approved by the Department pursuant to Rule 33-601.603, F.A.C. The Contractor shall make a minimum of one (1) telephonic check to ensure inmates are at their approved furlough location throughout the duration of the furlough.
- 6. Furlough Sponsors: The Contractor will provide the Classification Officer from the parent institution with the names and all pertinent information of proposed furlough sponsors for the inmate prior to the inmate being released on furlough. The inmate shall designate proposed furlough sponsors and provide all related information to the Contractor. The Classification Officer will then process the furlough request pursuant to Chapter 33-601.603, F.A.C.
- 7. Inmates Supervising Inmates: Under no circumstances will any inmate have a position of authority over another inmate at either the Work Release/Program Center or a place of employment.
- 8. Job Checks: A minimum of three (3) job checks with the inmate's primary supervisor are required each month on each inmate pursuant to Chapter 33-601.602, F.A.C. Two (2) of the job checks may be telephonic and one (1) shall be in person to

document progress on the job, job performance, attendance, and interpersonal communications with co-workers.

9. Searches: The Contractor will conduct searches of the facility and personal belongings of the inmates pursuant to Procedure 602.018, Contraband, or when deemed appropriate by the facility's director or whenever requested by the Department. All searches must be performed in accordance with Chapter 33-602.204 F.A.C., Searches of Inmates.
10. Contraband: Contraband, as defined in Chapter 33-602.203, F.A.C., found in possession of an inmate is to be confiscated, and secured following the Department's chain-of-evidence rules, and documented on Contraband Log Form DC6-219. An Incident Report detailing the occurrence shall be prepared and forwarded to the parent institution. Any contraband as defined in § 944.47 F.S., found in the possession of a visitor is to be confiscated, and secured following the Department's chain-of-evidence rules, and documented on Contraband Log Form DC6-219. The Officer-in-Charge (OIC) at the parent institution shall be notified immediately and an incident report detailing the occurrence shall be prepared and forwarded to the parent institution's Classification Officer.
11. Sign In/Sign Out Process: The Contractor shall develop a procedure whereby all inmates will sign in and out of the facility and their whereabouts will be accounted for at all times. The procedure shall address a method for notifying facility staff when the inmate has signed out of the facility and is due to return. The sign in/sign out process shall be logged on form DC4-831 pursuant to Chapter 33-601.603, F.A.C.
12. Inmate Mail: All inmate mail will be delivered to a central location at the facility as determined by the Contractor. The Contractor shall develop procedures regarding the distribution of mail to the inmate population pursuant to Rules 33-210.101, 102 and 103, F.A.C., Routine Mail, Legal Documents and Legal Mail and Privileged Mail.
13. Fund Raising by Inmates: Inmates are not authorized to participate in any fund raising activities of any kind either individually or as directed by the Contractor unless prior approved by the Contract Manager or designee in writing.

L. Food Services

The Contractor shall provide for feeding of the inmates. Food preparation and service shall be in compliance with all Department requirements and applicable federal, state and local health codes, rules and regulations and must meet ACA standards for community facilities and all related rules and regulations governing food service. The Contractor shall be responsible for serving meals in compliance with the Department's Master Menu and other approved specialty menus, including but not limited to: individualized diet menus, specialty meals required by a physician, and meals prepared in accordance with a religious practice. The Contractor shall be responsible for providing take-out meals for inmates to take to their job, if requested, and supplemental meals for those inmates not present at meal times. The Department's Contract Manager will provide the Master Menu. The Contractor shall have the option of proposing an alternate menu. Such menu shall be approved in writing by a registered dietician who shall certify that the alternate menu meets the same nutritional value as the Department's Master Menu. Certification shall be provided to the Department's Contract Manager or designee along with the dietician's credentials.

If food is prepared in the facility's kitchen, the Contractor may utilize inmate labor for food preparation, however, only those inmates who occupy a program component bed, unemployed, on Workers' Compensation or off from their paid employment may be utilized.

M. Health Care Services

The Contractor is not responsible for the provision of direct health care services or for payment for healthcare and related services unless otherwise specified in this Contract. The Contractor is, however, responsible for ensuring the availability of and access to health care services within the vicinity of the Work Release/Program Center and through the Department of Corrections (DC) for each inmate, as prescribed in the documents included with the inmate's Transfer Packet, including the continuity of care plan, if applicable. Health services include medical care, mental health services, dental services, pharmacy or other services deemed necessary.

The Contractor shall identify resources within the local area of the Work Release/Program Center for inmates' access to routine as well as emergency health care services which shall include, as applicable, community hospitals, County Health Departments, Community Mental Health Centers, and pharmacies. The parent institution will provide access to the health care provided by the Department at no cost to the Contractor or to the inmate (other than routine inmate co-pay).

Prior to the inmate's placement in the Work Release/Transition Program Center, the discharging DC facility health services' staff will make every attempt to link the inmate with community services according to clinical need. In the event the inmate is HIV positive, a DC pre-release HIV planner will ensure continuity of care upon placement and will make follow-up appointments at appropriate health care facilities within the general locale of the Work Release/Transition Program Center.

The transferring institution will forward a completed Health Information Transfer Summary (DC4-760) to the center with the inmate. This form will include relevant medical or mental health information such as on-going treatment needs, pending appointments, physical and mental health status, and medications.

The Contractor shall ensure the availability and accessibility of emergency medical services for Work Release/Transition Program Center inmates within the community. Resources shall be identified to include emergency medical, dental and mental health services. Unless a life-threatening emergency occurs, all off-site emergency services that the Department will be responsible for financially shall be coordinated with the parent institution's Chief Health Officer (CHO) or designee who may then determine that the inmate may be returned to the parent institution for treatment rather than receiving treatment in the community.

Work Squad Assignment and full time substance abuse transitional re-entry inmates will receive their medical care and prescription medicines from their parent institutions at no cost to the Contractor or to the inmate (other than routine inmate co-pay, unless insured).

1. **End of Sentence (EOS) HIV Testing:** The Department will make every attempt to complete the legislatively mandated pre- and post-test HIV counseling and testing prior to Work Release/Program Center placement. However, lack of an EOS (End-of-Sentence) HIV test, when indicated, will not preclude placement in the Work Release/Transition Program Center. If an inmate arrives at a Work

Release/Transition Program Center facility, is within one year of release, is not otherwise known to be HIV positive, and/or has not received an HIV test within the previous year, the Department will provide for HIV pre- and post-test counseling and testing prior to the inmate's EOS. The Chief Health Officer (CHO) or designee at the parent institution will make arrangements to provide counseling and testing as needed.

2. **Health Care Transportation:** The Department will provide transportation in the event of the return of a Work Release/Program Center inmate to the parent institution for necessary health care that the Work Release/Program Center inmate is not able to obtain in the community due to cost, whether for a specific appointment or on a longer basis for further diagnosis or treatment. Arrangements for transportation to and from the parent institution for health care services must be coordinated with the OIC at the parent institution as well as with the respective CHO or designee such as the Health Services Administrator. Transportation for the Work Release/Program Center inmate to obtain routine health care within the community is to be arranged by the Contractor.
3. **Financial Responsibility/Payment:** As specified in Section II., M, the Contractor is not responsible for costs associated with direct provision of health care, including prescription medication. The Contractor shall, however, be financially responsible for providing on-site availability of certain routine over-the-counter products as described in Section II., M., 6., d. This expense should be minor. Work Release/Program Center inmates are directly responsible for the costs of their health care, including medications, based upon their ability to pay.

In the event that the Work Release/Program Center inmate is uninsured and is unable to pay for necessary prescription medications, the inmate will receive those medications through the parent institution.

- a. **Employed (with Health Insurance):** If an inmate is employed and has health insurance accepted by a designated Health Care Provider, third party reimbursement in the form of health insurance shall be utilized by the inmate for payment for health services in the community setting. All financial responsibility related to provision of health services is to be born by the inmate.
- b. **Employed (without Health Insurance):** If the inmate is employed but has no health insurance, the inmate is responsible for payment for health care based on his or her ability to pay as determined by the Contractor in discussion with the CHO of the parent institution. Ability to pay is determined based on criteria including: account balance, other financial obligations such as subsistence fee, restitution, child support or other, and the costs of services or medications.
- c. **Unemployed:** If the inmate has arrived at a Work Release/Program Center but has not yet secured employment, the assigned parent institution will provide necessary health care services including medications until such time as the inmate's employment status changes.
- d. **Workers' Compensation:** If the Work Release/Program Center inmate is employed and is injured on the job, care for his/her injury should be provided through the employer's workers' compensation insurance coverage. If health services are indicated that are not related to an on-the-job injury, care will be

provided as described above based upon health insurance coverage or lack thereof and ability to pay.

- e. **Veterans' Administration (VA):** In the event that the inmate is a veteran and is eligible for health care through the Veterans' Administration, the inmate must utilize such services to the extent feasible. The inmate is responsible for payment to the Veterans' Administration based on whether the care received is related to a service-related disability or charged on a sliding scale fee-for-service basis according to the inmate's ability to pay.
 - f. **Health Insurance Co-Payment for Medications:** If the Work Release/Program Center inmate has insurance, s/he shall be responsible for all medication purchases to include payment of the relevant insurance co-payments for prescriptions. The inmate should obtain medications through his/her insurance plan at a local pharmacy in the community.
- 4. **Medical Record Maintenance:** The inmate's complete medical record will be maintained at the parent institution.
 - 5. **Utilization Management:** The Contractor shall coordinate any health care issues, routine or emergency, with the OIC of the parent institution who is responsible for coordinating with the appropriate medical staff.
 - 6. **Medication Management:** The Contractor shall provide an on-site mechanism for ensuring the secure maintenance of medications as appropriate, whether for each inmate as Keep-On-Person (KOP) medications or for the facility to manage. Inmates may have prescription medications on their person or in a secure and locked location for self-administration with the exception of controlled substances. The inmate may be transported back to the parent institution to accommodate medication needs on a monthly basis or the medications may be dispensed in a quantity sufficient for ninety (90) days, or the Department's area pharmacy may mail the medications to the Contractor for distribution to the inmates at the center. If medications are mailed, inmates are responsible for any applicable co-payments.
 - a. **Keep-On-Person (KOP) Medications:** Inmates may keep medications either on their person, (i.e., if the dose needs to be administered during the lunch time of a work day at another location), or in a secured and locked location within the Work Release/Program Center. Each inmate should have an individual, personal locker or some other storage area with the ability to be locked for the maintenance of medications for KOP.
 - b. **Self-Administration:** Inmates who have need of controlled substances for even a short time period during participation in the Work Release/Transition Program Center shall either be returned to the parent institution for the duration of the medication regimen or the medications may be maintained at the Center and provided to the inmate by staff on a dose-by-dose basis. If the medications are maintained on-site, the Contractor shall ensure that they are kept locked at all times with restricted access. The Contractor staff member who provides the medications to the inmate shall provide the container to the inmate at the appropriate time of administration and shall observe the inmate removing the correct dosage and swallowing the medications. Each dose shall be documented by the staff member with the inmate's signature as well to indicate that the medication was received.

- c. **Tuberculosis (TB) Prophylaxis:** Inmates receiving medications for tuberculosis (TB) prophylaxis shall manage their medications as Keep-On-Person and shall ensure that these medications are locked and secure. In the event of suspected active tuberculosis disease, the inmate shall be returned to the parent institution immediately. Inmates on treatment for active disease will complete that portion of their medication regimen at the parent institution until such time as they are no longer infectious.
 - d. **Over-the-Counter (OTC) Medications:** The Contractor shall provide certain designated over-the-counter (OTC) medications consistent with those provided by the Department in DC institutions. At a minimum these medications include the following: Acetaminophen (oral analgesic), Pseudoephedrine (oral cold remedy), Almag or comparable product (oral antacid), Thorets or comparable product (cough lozenge). Ibuprofen should be available to female inmates in 200-mg oral doses. Each OTC item provided by the Contractor to an inmate upon his/her request shall be documented on an OTC Medication form maintained in a notebook or similar fashion, (i.e. DC4-797T, 797U, 797Y, etc.) The OTC medications and the logs, during use and after completion, shall be maintained in a confidential and secure manner.
 - e. **Inmate Purchase of OTC Medications:** Inmates may purchase OTC medications at a community location and maintain these medications in their locker or other secured location.
 - f. **Ability to Pay for Prescriptions:** If the inmate does not have health insurance and his/her earnings are insufficient to support all expenses including room and board, restitution, child support or other court-ordered obligations, then the Department, through the parent institution, will provide on-going medications at no expense to that inmate. The medications may be provided to either the inmate or the Contractor depending upon the type of medication issued. Controlled substances will be issued only to the Contractor.
 - g. **External Prescription:** If an inmate is seen and evaluated within the community setting but is unable to pay for the medications as ordered, the prescription will be forwarded by the Contractor to the CHO at the parent institution. If the CHO concurs with the recommended medication, the order will be rewritten by the CHO or designated provider and submitted to the Department for processing and filling. In the event that the CHO disagrees with the recommended medications, the order may be re-evaluated and a substitution drug ordered by the CHO, if appropriate. If a substitute medication is ordered by the CHO, it will be filled and provided through a DC pharmacy.
7. **Termination from Work Release/Program Center for Medical Reasons:** If a Work Release/Program Center inmate becomes unable to perform his/her work duties and/or is otherwise unable to work due to medical or mental health reasons, the Contractor shall seek termination in accordance with Section II., S.

N. Subsistence Fee

For inmates in the Work Release Program, the Contractor shall assess employed inmates a subsistence fee of no more than 55% of an inmate's daily net wage and the subsistence fee shall be deducted from each inmate's payroll cycle, whether it be weekly, biweekly, monthly, etc. The subsistence fee shall be collected and retained by the Contractor. The total

combined subsistence fee and the per diem rate shall not exceed \$52.06 per day. The Department will not be responsible for collecting any subsistence fees from the participant, including collection of unpaid or overdue amounts.

Modifications to the maximum amount of the subsistence fee must be accomplished by a formal Contract amendment. Any modification (increase or decrease) shall supersede the rate of subsistence specified in the Contract. Collection of the allowable subsistence fee will not decrease the Contractor's per diem payment rate nor will failure to collect maximum subsistence fees increase the per diem payment rate.

O. Urinalysis

Department staff, unless other arrangements approved in writing by the Contract Manager, shall conduct random and reasonable suspicion urinalysis testing on inmates at the Work Release/Program Center. The Department will provide test devices and supplies to the Contractor. Only Department issued testing supplies are authorized to be utilized for urinalysis testing.

1. Random Testing: The Contractor will receive directions from the parent institution of the schedule and names of inmates to be tested as part of the Department's random urinalysis testing process.
2. Reasonable Suspicion Testing: Inmates suspected of involvement with drugs or alcohol will be subject to reasonable suspicion testing upon order of the senior Contractor staff on duty at the Work Release/Program Center or as directed by the Work Release/Program Center Director or Assistant Facility Director.
3. Employment/Furlough Testing: Inmates who participate in paid employment or the furlough program are subject to drug testing upon return to the Work Release/Program Center or at the discretion of the Contractor. Any testing should be based upon the selection criteria determined by the Warden of the parent institution in accordance with Department of Corrections' Procedure 108.005, Drug Testing of Inmates.

Any Contractor staff authorized to perform testing shall be trained by the Department in the test process, including administration and interpretation of the on-site testing device, maintenance of chain-of-custody, and handling and disposition of urine specimens in accordance with Department Procedure 108.005, Drug Testing of Inmates. All urinalysis-testing results shall be documented and provided to the parent institution. Any inmate testing positive shall be automatically terminated from the Work Release/Program Center program. A positive test result will result in an assessment against the inmate's account for the cost of the test.

P. Transportation

The Contractor is authorized to assess a transportation fee from the work release inmate not to exceed \$3.00 each way for transportation to and from employment or job-search, or to and from educational and vocational programs, and medical and mental health appointments, if the Contractor provides the transportation (directly or subcontracted). Pursuant to Rule 33-601.602 F.A.C., Community Release Programs, the Contractor may allow inmates to utilize public, employer-provided, or furlough sponsor-provided transportation services, bicycles, or other means of transportation including walking.

These transportation services may be utilized in addition to Contractor-provided transportation in order to provide the inmate opportunities of employment, educational, and self-betterment programs. The Contractor shall provide at no cost to the Department or the inmate, transportation within the community for medical or mental health services, religious services (if not provided at the WRC), and attendance at substance abuse group meetings or for shopping. In keeping with Department practice, the Contractor shall provide a minimum of two (2) shopping trips per week, one (1) in the evening and one (1) during the day, in order that each inmate may leave the facility at least once during the week for the purposes of shopping for necessary and other items.

Q. Classification Services

The Department will provide primary Classification Services to inmates housed in the Contractor's Work Release/Program Center. The Contractor is not authorized to provide any classification services other than as identified in this Contract. Listed below are standard classification processes involving both the Contractor and the Department. This list is not all inclusive and, if during the term of the Contract any questions arise regarding the provision of classification services, the Contractor shall contact the Contract Manager or designee.

1. Inmate Requests: The Contractor will route all Inmate Request forms, (DC6-236), that are not related to the operation of the facility to the assigned Classification Officer of the parent institution, who will respond to the request and route it back to the Contractor, who will forward it to the inmate. The Contractor shall respond in writing to all written requests that are related to the operation of the Work Release/Program Center.
2. Inmate Grievances: In accordance with Rule 33-103, F.A.C., Inmate Grievances, the Contractor shall respond to all informal grievances submitted on a Form DC6-236 related to the operation of the Work Release/Program Center, procedures, staff activities or other related conditions. If a question arises as to the appropriate authority required to respond to an informal grievance, the Contractor shall contact the Contract Manager or designee for direction. All formal grievances shall be routed by the Contractor to the classification officer assigned to the parent institution within twenty-four (24) hours of being submitted. Appropriate Department staff shall respond to formal grievances and return the response to the Contractor.
3. Disciplinary Reporting: Initiation of any disciplinary action will be in accordance with Rules 33-601.301-304, F.A.C., Inmate Discipline General Policy, Inmate Discipline Terminology and Definitions, Reporting Disciplinary Infractions and Preparation of Disciplinary Reports. The Contractor is authorized to write disciplinary reports for violations pursuant to Rule 33-601.314, F.A.C., Rules of Prohibited Conduct and Penalties for Infractions. Copies of Corrective Consultations written by the Contractor will be retained in the Work Release/Program Center case file and the original shall be forwarded to the assigned Classification Officer at the parent institution. Disciplinary Reports initiated by the Contractor shall be forwarded to the OIC of the parent institution as soon as possible after discovery of the violation. The parent institution shall ensure that the disciplinary report is processed in accordance with Rule 33-601, F.A.C.
4. Release Plans: The Classification Officer from the parent institution responsible for inmate release processing will interview inmates scheduled for release at the Work

Release/Program Center to initiate the release process. The Contractor will assist the Classification Officer by providing information and assistance as requested, and by scheduling the inmates for interviews.

5. **Death of an Inmate:** In the event of the death of an inmate, the Contractor shall immediately notify the OIC at the parent institution. All deaths shall be handled in accordance with Rule 33-602.112, F.A.C., Inmate Death Notification Process.
6. **Gain Time:** The Contractor shall rate inmates for incentive gain time awards pursuant to § 944.275, F.S. and Rule 33-601.101, F.A.C., Incentive Gain Time. The Contractor shall provide gain time evaluations to the designated classification staff at the parent institution no later than the fifth day of each month following the month of award. The Department will award gain time pursuant to statutory authority based upon the Contractor's work/program and security evaluations.
7. **Inmate Change of Status:** The Department will notify the Contractor of an inmate status change (i.e., whether an inmate in Center Work Assignment Status is eligible for paid employment) pursuant to Rule 33-601.606, F.A.C., Placement of Inmates into Community Release Programs.

R. **Inmate Trust Fund Accounts**

1. **Contractor's Trust Account**

In accordance with Rule 33-601.602(10), Florida Administrative Code, Disbursement of Earnings, an inmate on Work Release/Program Center status will be required to pay allowable fees and repayment of obligations as indicated in this subsection which shall be deposited in a trust fund account maintained by the Contractor. The Contractor shall open a non-interest bearing trust account in a qualified public depository (bank) and shall provide for an accounting system of the Trust Account that has the capability of reflecting individual inmate trust account (sub-account) detail balances in accordance with the requirements outlined in this section. Pursuant to Section 944.516(1)(h), Florida Statutes, and Rule 33-203.201 Florida Administrative Code, the Contractor shall charge an administrative processing fee for banking services per inmate, per month. The fees shall be collected from inmates and shall be retained by the Contractor and the same amount shall be deducted by the Contractor from the monthly payment billing submitted to the Department. The Contractor shall attach to each monthly payment billing a statement summarizing all fees collected from inmates for the month. Each fee shall be clearly itemized with the amount and a general description shown.

In managing the Trust Account, the Contractor shall be accountable for the control and administration of inmates' personal funds in the same capacity and degree of responsibility as required of the Department of Corrections under applicable state and/or federal law.

No inmate shall be allowed to open any outside bank account while on community release at the Work Release/Program Center.

2. **Trust Account Audit**

The Contractor will provide to the Department a report from an independent certified public accounting firm verifying that the Contractor's trust account and individual inmate

trust accounts accurately and completely reflect all deposits and deductions. The audit shall be done in accordance with generally accepted auditing standards (GAAS) for independent auditors. The auditing reports shall contain a certification from the auditing firm that its findings are totally unbiased and independent of the Contractor's interest. The reports shall be submitted to the Contract Manager or designee and are due to the Department within thirty days after the end of every six-month period of the Contract for the duration of the Contract, including any renewal period.

3. Surety Bond

The Contractor shall post a surety bond in the amount of \$250,000 to protect against the loss of inmate funds. The surety bond shall be issued from a reliable Surety Company acceptable to the Department, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Said bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the bond on behalf of the Surety has the authority to do so on the date of the bond. The bond shall be in effect for the term of the Contract, shall name the Department as a surety, and shall be furnished to the Department's Contract Administrator within ten (10) days of Contract execution. Upon any renewal of the Contract which may result from this Contract, the Contractor shall provide proof that the bond has been renewed for the term of the entire renewal period.

4. Transfer of Existing Inmate Trust Account Balances

Transfer of any balance of funds in inmate trust accounts held by the Department will be forwarded by the Department in the form of a check to the Contracted Work Release/Program Center within fifteen (15) working days after transfer. Each transfer of funds will be accompanied by a report showing the detail of sub-account balances for each inmate transferred.

5. Inmate Trust Accounts

The Contractor shall ensure that all funds received by inmates are deposited in the Contractor's Trust Account. Funds shall include all net earnings (gross earnings less legal payroll taxes) from employment and any and all funds the inmate may receive from any other outside source. The Contractor shall provide each inmate a receipt of all funds deposited.

Note: In the case of inmates paid by electronic funds transfer (EFT), the Contractor's Trust Account shall accept EFT for those inmates who receive payment from an employer by EFT means. All information necessary to carry out an EFT shall be provided directly to employers by the Contractor and at no time shall that information be available to an inmate.

The Contractor shall monitor the sub-accounts daily, in accordance with acceptable accounting procedures. Any abnormal deposit of funds shall be brought to the attention of the Contract Manager or designee.

At the end of each month, the Contractor shall provide a statement of the sub-account to the inmate. The statement shall include current balances, deposits, and deductions for allowable fees and obligations.

6. Inmate Personalized Program Plan/Part III – Budget Sheet

Current inmate financial obligation information at time of assignment will be verified by Department staff prior to the inmate being placed at the Work Release/Program Center and will be provided with the transfer packet.

Upon the inmate's arrival at the Work Release/Program Center, the Contractor will assist the inmate in developing Section III, Budget Plan, a subsection of the Personalized Program Plan (PPP) in WRIMS (See Section II., G., 3.). The Budget Plan shall outline planned deductions from the inmate's net earnings. The following outlines different types of deductions that may be required:

- a. **COPS Obligations:** For each inmate assigned to the Work Release/Program Center, the Department will provide to the Contractor a written balance owed by the inmate for restitution, court costs, fines, and other court ordered and non-court ordered payments. For the purposes of this section, these specific balances owed by the inmate will be referred to as the "COPS Obligation".
- b. **DC Obligations:** The Department will also provide in writing any balance of obligations owed by the inmate to the Department of Corrections. For the purposes of this section, this specific balance owed by the inmate will be referred to as "DC Obligations".
- c. **Transportation Fee:** Inmates may be assessed a fee of \$3.00 each way for transportation to and from jobs, and vocational and educational programs, if the Contractor provides the transportation.
- d. **Family Dependent Deduction:** Payments ordered by the Department for the support of the inmate's dependents, if applicable.
- e. **Saving Deduction:** The inmate's plan for disbursement of earnings shall include a provision that a percent of the net income will be placed in savings for disbursement upon release, not to be less than 10% of the monthly net income.
- f. **Other Authorized Deductions:** The inmate is responsible for his/her expenses incurred for medical/dental payments, legal copying, prison litigation filing fees when the inmate has filed a lawsuit against the Department, and repayment for any loan provided to the inmate by the Contractor. Other authorized deductions may be made in accordance with the amounts set forth in the chart in Section II., R., 7.
- g. **Inmate Weekly Draw:** In accordance with Rule 33-203.201(3), F.A.C., inmates at the Work Release/Program Center with a sufficient balance in their individual inmate trust account will be allowed to request a weekly cash allowance of up to \$100.00, as authorized by the Secretary of the Department to be expended for personal use. The maximum weekly draw amount may be increased/decreased upon written notice from the Contract Manager or designee.
- h. **Special Withdrawals:** After the Contractor retains the allowable subsistence fees, COPS obligations and DC obligations, Family Assistance, Savings, and any Other Authorized Deductions and provides for Inmate Weekly Draws, Work Release/Program Center inmates may be permitted to withdraw additional funds for any or all of the following purposes if approved by the Contractor:
 - 1) To purchase certain tools or equipment if required for approved employment purposes. Inmates are required to purchase these items from

their own funds. If the inmate does not have money upon arrival at the center, they may be granted an interest-free loan from the Contractor. If inmates do not have the necessary clothing appropriate for the job they are seeking, the cost of such clothing should be taken into consideration when approving a loan, however, such money will not exceed \$75;

- 2) To make additional payments of restitution, fines, and court costs, or to comply with a civil judgment, if applicable; and
- 3) For any other legitimate personal expense outlined on the Budget Sheet of the PPP, including, but not limited to, additional deductions for family finance assistance such as electric bills, food costs, gifts for family members, or deposits required for housing expenses upon release, not otherwise included in the Family Dependent Deduction.

- i. **Banking Fee:** Pursuant to Section 944.516, F.S. and Rule 33-203.201, F.A.C., inmates shall be assessed an administrative processing fee for banking services per inmate, per month. The fee shall be collected from the inmate and retained by the Contractor and the same amount shall be deducted by the Contractor from the monthly payment billing submitted to the Department.

7. Deduction Chart

Listed below is a chart of deductions and the minimum or maximum deduction required with method of deduction/retention indicated.

Allowable Fees, Obligations And Deductions:	Required Amount of Deduction (if indicated on the PPP):	Method of Deduction/Retention in Accordance with PPP:
Subsistence Fee	55% of Net Earnings	Retained by Contractor
Transportation Fee	\$3.00 each way/if Contractor provided	Retained by Contractor
*Banking Service Fee	*Not to exceed \$6.00 per month	*Retained by Contractor
COPS Obligations	Not less than 10% of net earnings or balance owed	Remitted to Department monthly
DC Obligations	Not less than 10% of net earnings or balance owed	Remitted to Department monthly
Family Dependent Deductions	Not less than 10% of net earnings or balance owed	Disbursed in accordance with PPP
Savings (for disbursement upon release)	Not less than 10% of earnings	Retained in Trust Account and provided to inmate upon release
Other Authorized Deductions	Not less than 10% of net earnings for Contractor Loans, Medical/Dental payment, legal copying, prison litigation expenses. Deductions until balance is -0-.	Disbursed in accordance with PPP

*Note: See Rule 33-203.201, F.A.C., for specific requirements. Total monthly fee amount shall be deducted from monthly billing.

Optional Deductions (if authorized on PPP and Funds Remain):	Requirements:	Method of Deduction/Retention in Accordance with PPP:
Inmate Weekly Draw	Not to Exceed \$100.00	Disbursed in accordance with the PPP.
Special Withdrawals	If funds remain, as indicated on Budget Plan of PPP and indicated in Section II., R., 6., h., Special Withdrawals	Disbursed in accordance with the PPP.
Remaining Net Inmate Income		Retained in Trust Account

8. Monthly Disbursement of Funds to DC

- a. **Remittance of DC Obligations:** On or before the 10th day of the month, the Contractor shall remit to the Department from the Trust Fund account all funds that were deducted for DC obligations from the previous month. Remittance shall be made payable to the Department and submitted to the Department of Corrections, Inmate Bank Section, P. O. Box 12100 Tallahassee, FL 32317. Remittance of funds shall be submitted with back-up documentation including the inmate's name, DC# and amount of funds remitted for each inmate.
- b. **Remittance of COPS Obligations:** On or before the 10th day of the month, the Contractor shall remit to the Department from the Trust Fund Account all funds deducted for COPS obligations (restitution, court costs, fines and deductions made pursuant to court order) from the previous month. Remittance shall be made payable to the Department of Corrections and submitted to the DOC, Court Ordered Payments Section, P. O. Box 12300, Tallahassee FL 32317. Remittance of funds shall be submitted with back-up documentation including the inmate's name, DC# and amount of funds remitted for each inmate.

If the Contractor wishes to submit remittances to the Department through an electronic funds transfer (EFT), the Contractor shall submit a written request to the Department's Court Ordered Payments Section, P. O. Box 12300 Tallahassee, FL 32317, to set up EFT account information.

9. Disbursement of Inmate funds upon Termination/Transfer or Release

When an inmate is terminated/transferred out of the Work Release/Program Center and out of the control of the Contractor and back into the physical custody of the Department, the inmate's balance in the trust account at time of termination/transfer shall be forwarded to the Department. All such funds shall be remitted to the Department's Inmate Trust Fund Section, P.O. Box 12100, Tallahassee, Florida 32317 with a detail report of current balance, deposits, and deductions.

When an inmate reaches End-of-Sentence while at the Contractor's facility, and is released from the custody and control of the Department, the inmate's balance in the trust account at time of discharge shall be made available to the inmate. Prior to releasing the account balance to the inmate, all Department obligations shall be paid from any available funds.

S. Termination from the Work Release/Program Center

All behavior problems, escapes, disciplinary problems, unusual incidents, special medical issues and requests for inmates to be removed from the program shall be reported to the OIC of the parent institution. The Department is responsible for terminating inmates from the Work Release/Program Center. An inmate may be terminated and returned to the physical custody of the Department from the Work Release/Program Center when it has been determined that to do so is in the best interests of the Department, the Work Release/Program Center, and/or the inmate or for any other compelling reason related to public safety. Pursuant to this Contract and Department policy, the Warden of the parent institution or other Department staff is authorized to approve an inmate's termination from the Work Release/Program Center. If it becomes necessary to terminate an inmate from the program, Department staff or other law enforcement staff shall assume physical custody of the inmate and transport the inmate to an appropriate facility. For any termination for disciplinary reasons, the Contractor shall prepare a disciplinary report as outlined in Section II., Q., 3., Disciplinary Reporting. The Contractor shall remit any funds the inmate may have pursuant to Section II., R., 9., of this Contract.

T. Release of Inmates from the Custody of the Department of Corrections

All inmates placed by the Department into the Contractor's Work Release/Program Center shall remain in the Work Release/Program Center program until their sentence of incarceration is completed, or until returned to the Department's custody by reason of termination from the Work Release/Program Center. All inmates scheduled for release shall have an established release plan completed by the assigned classification officer responsible for inmate releases from the parent institution. Only authorized Department staff may release an inmate from the custody of the Department. Department staff will issue instructions to the Contractor for the final release of an inmate. Upon notification by the Department that the inmate is pending release from incarceration, Contractor's staff shall review and prepare release of funds in accordance with the requirements set forth in Section II., R., 9., of this Contract.

U. Contractor Staffing

1. Staffing Levels

The Contractor shall provide sufficient, qualified personnel to oversee the required operations of the Work Release/Program Center as specified in this Contract, and in accordance with the Contractor's approved staffing plan. The Contractor's staffing plan shall be approved by the Contract Manager within fifteen (15) days after contract execution. The minimum acceptable staffing coverage requirements are as follows:

- a. Minimum Staff Requirement for Management/Professional Staff: The Contractor shall ensure that at a minimum one (1) Management/Professional staff position is on duty at the WRC seven (7) days per week, and eight (8) hours per day to manage WRC operations. The Contractor shall ensure that one (1) Management/Professional staff position is on-call when a Management/Professional staff position is not on duty on-site at the facility.
- b. Minimum Staffing Requirements for Inmate Supervision: To ensure public safety and adequate supervision of the inmates assigned to the WRC, the Contractor shall provide no less than one (1) staff member (Correctional Monitor, Facility Director or Assistant Facility Director) for every fifty (50) inmate beds

contracted with the department (50:1 ratio of inmate beds to staff). The minimum staff required shall be paid, awake staff, on each eight (8) hour shift, twenty-four (24) hours a day, seven (7) days a week.

- c. **Minimum Staffing Requirements for Substance Abuse Transition Re-Entry Services:** The Contractor shall ensure that clinical staff is scheduled during day, evening and weekend hours, to accommodate the facility's and the inmates' schedules. For the provision of substance abuse re-entry services, the Contractor shall provide a minimum of one (1) Clinical Supervisor/Qualified Professional. Clinical staff shall consist of counselors and clinical support staff. The ratio of clinical staff per every inmate shall not exceed 20:1. The Department recommends that Counselors maintain a caseload of 40 or less inmates due to the array of services being provided. However, under no circumstances shall the counselor-to-client ratios exceed the standard of 65D-30.010 Standard for Outpatient Treatment. In addition, re-entry services require a minimum of one employment counselor, one academic teacher position and one vocational teacher position.

2. Minimum Required Staffing Positions

The Contractor shall provide the following positions:

- a. **Facility Director (minimum one (1) position):** The Facility Director shall be a full time (40 hours per week) on-site management/professional position responsible for the overall operation of the Work Release/Program Center. The Facility Director shall be the supervisor for the Contractor's staff. This position is designated as a Management/Professional staff position.
- b. **Assistant Facility Director (minimum one (1) position):** An Assistant Facility Director position shall be a full-time (40 hours per week) on-site management/professional position assisting the Facility Director and responsible for the overall operations of the Work Release/Program Center in the absence of the Facility Director. This position is designated as a Management/Professional staff position.
- c. **Correctional Technicians (minimum number of positions as deemed necessary to maintain staffing levels):** Correctional Technician positions shall provide supervision, counseling, custody and control, employment development and coordination and other related services to inmates, twenty-four (24) hours per day, seven (7) days a week, as required in this Contract.
- d. **Clinical Supervisor/Qualified Professional (minimum one (1) position):** The Clinical Supervisor/Qualified Professional shall provide oversight of all substance abuse services, prevention through aftercare, and provide clinical supervision to substance abuse program staff.
- e. **Counselors (minimum number of positions as deemed necessary to maintain clinical staffing level):** The Counselors shall provide Prevention, Outpatient, and Aftercare Services.
- f. **Academic Teacher (minimum one (1) position):** The Academic Teacher shall provide educational instruction (ABE, GED classes, adult education classes).
- g. **Vocational Teacher (minimum one (1) position):** The Vocational Teacher shall provide vocational instruction.

- h. Clinical Support (minimum number of positions as deemed necessary to maintain clinical staffing level): The Clinical Support staff shall assist with the provision of clinical services and shall be the primary providers/supervisors of therapeutic community activities and meetings.

In addition, the Contractor may establish any other additional positions deemed necessary to meet the requirements of this Contract.

3. Staffing Qualifications-Security

The Contractor shall employ qualified staff who possess appropriate skills and training to effectively execute the requirements of this Contract and provide security and supervision commensurate with the inmate population. The required Contractor staff positions shall, at minimum, possess the following qualifications:

- a. Facility Director - a minimum of a Bachelor's degree and three (3) years' experience in the delivery of services to residents or offenders or inmates in the care, custody, or supervision of a federal, state or local criminal justice system. Four (4) years of **additional** experience in the delivery of services to residents, offenders or inmates in the care or custody of a federal, state or local criminal justice system in a supervisory capacity may be substituted for the Bachelor's degree.
- b. Assistant Facility Director – a minimum of a Bachelor's degree and one (1) year of experience in the delivery of services to residents or offenders or inmates in the care, custody, or supervision of a federal, state or local criminal justice system. Four (4) years of **additional** experience in the delivery of services to residents or offenders or inmates in the care or custody of a federal, state or local criminal justice system may be substituted for the Bachelor's degree.
- c. Correctional Technicians – a minimum of a high school diploma/GED.

The Contractor shall maintain written job descriptions that accurately describe duties for all positions performing services under this Contract.

3. Staffing Qualifications-Substance/Abuse Transition Re-Entry Services

All licensable substance abuse services shall be provided under the supervision of a 'Qualified Professional' as defined in Chapter 397, F.S. The Contractor shall employ only qualified staff who, at minimum, possess the qualifications outlined below for each position and in accordance with all applicable local, state and federal laws, rules and regulations. The Contractor shall provide the Department with a copy of counselors' and supervisors' resumes upon request.

- a. Clinical Supervisor:

The Contractor shall ensure that the on-site Clinical Supervisor for the program meets the standards of a "Qualified Professional", in accordance with Chapter 397, Florida Statutes.

- b. Counselor Qualifications:

The Contractor shall employ only qualified counselors who possess the following minimum qualifications:

- 1) a bachelor's degree from an accredited college or university in any of the social sciences and two (2) years of professional experience in chemical addictions counseling and/or mental health counseling; or
- 2) a bachelor's degree from an accredited college or university in any unrelated area of study and three (3) years of professional experience in chemical addictions counseling and/or mental health counseling; or
- 3) a master's degree from an accredited college or university in any of the social sciences and one (1) year of professional experience in chemical addictions counseling and/or mental health counseling; or
- 4) a master's degree from an accredited college or university in any unrelated area of study and two (2) years of professional experience in chemical addictions counseling and/or mental health counseling; or
- 5) a Ph.D. from an accredited college or university in chemical addiction counseling and/or mental health counseling; or
- 6) a Ph.D. from an accredited college or university in any unrelated area of study; and one (1) year of professional experience in chemical addiction counseling and/or mental health counseling; or
- 7) Certified as a Certified Addictions Professional (CAP), Certified Criminal Justice Addictions Professional (CCJAP), Certified Associate Addictions Professional (CAAP), or Certified Criminal Justice Associate Addictions Professional (CCJAAP); or
- 8) an associate's degree from an accredited college or university and four (4) years of professional experience in chemical addiction counseling and/or mental health counseling; or
- 9) a High School diploma/GED and six (6) years of professional experience in chemical addictions counseling or mental health counseling.

c. Clinical Support Staff Qualifications:

- 1) High School diploma or its equivalent, and minimum two (2) years' experience working in a counseling or chemical addictions field; or
- 2) An associate's degree or bachelor's degree in any unrelated area of study from an accredited academic institution and one (1) year of experience in the counseling or chemical addictions field; or
- 3) A bachelor's degree from an accredited academic institution in any of the social sciences and six (6) months' experience working in the counseling or chemical addictions field.

d. Academic Teacher Qualifications:

Academic teacher(s) providing educational instruction to inmates shall hold the appropriate certification in an academic instruction discipline.

e. Vocational Teacher Qualifications:

Instructors providing vocational instruction to inmates shall have training and expertise in the culinary arts.

The Department may grant an education/experience waiver if a prospective candidate for employment possesses exceptional qualifications. In such cases,

the Contractor shall submit to the Contract Manager or designee a waiver request specifically documenting the exceptional qualifications. Waiver requests submitted to the Contract Manager's designee will be forwarded to the Contract Manager for approval with a preliminary recommendation within two (2) business days of receipt. Waiver request packets shall include the waiver candidate's resume and all documentation in support of the waiver request. The Contract Manager will provide a written response to each request within five (5) business days of receipt of a complete waiver request packet. The Contractor may submit waiver requests for counselor positions only. Requests for waivers will not be granted for Clinical Supervisor positions. Further, waiver requests will not be granted during the initial 180-day program start-up period.

The Contractor shall maintain written job descriptions that accurately describe duties for all positions performing services under this Contract.

5. Staffing Plan, Schedule and Vacancies

The Contractor shall develop a staffing plan that identifies the types of positions and number of personnel in each position. The plan shall also include a typical monthly staffing schedule that demonstrates coverage, seven (7) days a week, twenty-four (24) hours a day, delineating the type and number of positions on duty at every given hour/shift. The Contractor shall develop a written back-up staffing plan for filling staff absences and vacancies from work for each program site. This plan shall include how the Contractor will utilize temporary/interim staff. Temporary/interim staff members shall meet the minimum qualifications for the positions they are temporarily filling.

The Contractor shall notify the Contract Manager or designee in writing of any staff resignations or terminations within forty-eight (48) hours. The Contractor shall ensure that no staff position remains vacant for longer than fourteen (14) continuous calendar days.

The Contractor shall maintain their staffing plan and scheduled hours of coverage as approved by the Contract Manager during the life of the Contract and shall ensure that all Contractor staff positions are filled for the entire scheduled work period(s), and that individuals are physically present at the work site as scheduled. The Contractor shall provide this plan to the Contract Manager within fifteen (15) days following Contract execution. Any change to the minimum staffing plan and schedule must be approved in writing by the Contract Manager prior to any changes being made.

6. Contractor Requirements

When providing services to the inmate population or in a correctional setting, the Contractor's staff shall adhere to the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code, and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department.

In addition, the Contractor shall ensure that all staff adhere to the following requirements:

- a. The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.

- b. The Contractor's staff shall not deal with any inmate except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.
- c. The Contractor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.
- d. The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under the Contract.
- e. The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- f. At no time shall the Contractor or Contractor's staff, while delivering services under this Contract, wear clothing that resembles or could reasonably be mistaken for an inmate's uniform or any correctional officer's uniform or that bears the logo or other identifying words or symbol of any law enforcement or correctional department or agency.
- g. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.
- h. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.

7. Staff Background/Criminal Record Checks

- a. The Contractors' staff assigned to this Contract shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The Department is under no obligation to inform the Contractor of the records check findings or the criteria for disqualification or removal. In order to carry out this records check, the Contractor shall provide, upon request, the following data for any individual Contractor or subcontractor's

staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. If requested, the Contractor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Contractor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

- b. The Contractor shall ensure that the Contract Manager or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the contract. The Contractor shall not offer employment to any individual or assign any individual to work under the contract, who has not had an NCIC/FCIC background check conducted.
- c. No person who has been barred from any Department institution or other facility shall provide services under this Contract.
- d. The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contractor's agency that are independent of the contracted services.
- e. Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the Contract Manager within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is two hundred dollars (\$200) or less) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.

8. Staff Training

Contractor's assigned representatives and Contractor's staff as designated by the Department shall attend and participate in a maximum of two (2) meetings per year for the purposes of training, technical assistance, performance review or to address problems encountered. The Contractor shall be responsible for payment of the Contractor's staff's salaries, benefits, travel, and other expenses, while attending any Department required training.

If directed by the Department, and at no cost to the Department, the Contractor shall provide to their staff a minimum of four (4) hours of training relevant to services to be provided under the Contract during each Contract year. In addition, all staff shall be certified in CPR and First-Aid within three (3) months of being employed. Copies of such certification shall be maintained at the Work Release/Program Center facility.

The Contractor shall receive approval of the curriculum and time allocations in writing from the Contract Manager prior to delivery of training.

The Contractor shall ensure that all clinical staff receives the minimum training annually, as required by Rule 65D-30, F.A.C. This training must be provided by a CBAPF approved trainer, and documented in the personnel file of each staff member.

The Contractor shall be responsible for all costs associated with the required training.

9. TB Screening/Testing

The Contractor shall ensure Contractor's staff performing services under this Contract at institutional sites is screened and/or tested for tuberculosis prior to the start of service delivery, as appropriate, and screened/tested annually thereafter, as required by Department Procedure 401.015, Employee Tuberculosis Screening and Control Program. The Contractor shall provide the parent institution Senior Registered Nurse Supervisor with proof of testing prior to the start of service delivery by the staff member and annually thereafter. The Contractor shall be responsible for obtaining the TB screening/testing. The Contractor shall bear all costs associated with the TB screening/testing for their staff or subcontractor staff.

V. Subcontractors

The Contractor may elect to utilize subcontractors to provide certain components of this Contract which may include but not be limited to transportation, employment, substance abuse, transitional and food services. The Contractor shall receive written approval from the Contract Manager prior to utilizing any subcontractor to deliver services hereunder.

W. Records and Documentation

In addition to the documents specified in Section II., G., 5., Case Files, and copies of reports required in Section II., Y., General Reporting Requirements, the Contractor shall maintain the following records and documentation on-site and available for review upon request by the Department:

1. Required Permits and Licenses

The Contractor shall maintain all issued permits and licenses required for the operation of the Work Release/Program Center at the facility for inspection by Department staff whenever requested. Contractor shall provide copies to the Department as directed in this contract.

2. Contractor Personnel Records

The Contractor shall maintain personnel records at the Work Release/Program Center on all active employees and those who were employed within the last ninety (90) days. For all other employees performing Work Release/Program Center services and those who have been inactive for over ninety (90) days, the Contractor shall maintain their personnel records for at least five (5) years from the date of termination of employment at either the Work Release/Program Center or other location identified by the Contractor. Any Contractor personnel records shall be made available to the Department upon request.

3. Program Curricula

The Contractor shall maintain records of all curricula provided at the Work Release/Program Center. Program Curricula shall be made available to the Department upon request.

4. Contraband Log

The Contractor shall maintain a Contraband Log form (DC6-219) at the Work Release/Program Center of all contraband found in the possession of inmates, visitors or staff pursuant to Section II., K., 10., of this Contract. Contraband Logs shall be made available to the Department upon request.

5. Incident Reports

The Contractor shall maintain all incident reports, (Form DC6-210) at the Work Release/Program Center. Any Contractor Incident Reports shall be filed by month in chronological order. Incidents shall be reported as required in Section II., K., 3., of this Contract and a copy of all Incident Reports shall be forwarded to the parent institution as indicated.

6. Urinalysis Log

The Contractor shall maintain a log at the Work Release/Program Center of all urinalysis testing. This log shall include, but not be limited to, inmate's name and DC#, type of test, reason for test, date test was administered, staff administering test and results. This log shall be maintained chronologically. The Urinalysis Log shall be made available to the Department upon request.

The Contractor shall maintain all records and documentations as stated in Section VII., A., 3., of this contract.

X. Deliverables

The following services or service tasks are identified as deliverables for the purposes of this Contract:

1. Reports as required in Subsection II., Y., General Reporting Requirements; and
2. Occupied beds: An occupied bed is defined as bed space that is filled by a Department-approved inmate on a daily basis.

Y. General Reporting Requirements

1. Quarterly Performance Reports

The Contractor shall provide a Quarterly Performance Report in a Department-approved format. This Report shall include, at a minimum, the inmate's name, DC number, date of referral, date of program entry, departure date and the following information:

- a. Type of job listed by category;
- b. Pay rate of job;

- c. Number of inmates in each category and pay range;
- d. Number of incidents reported;
- e. Staff vacancies;
- f. Number inmates unemployed and how long; and
- g. Monthly reports totaled quarterly.

These reports shall be provided to the Contract Manager no later than the 15th day of the month following the end of the quarter and shall be utilized in evaluating how well or whether the Contractor is meeting/has met the performance measures identified in Section II., AA.

2. Monthly Program Report

The Contractor shall provide a Monthly Program Report in a Department-approved format. This Report shall include but not be limited to the following information and shall indicate the inmate's name, DC number, date of referral, date of program entry and departure date:

- a. Number of furloughs and reason for furlough;
- b. Number of inmates in education programs;
- c. Number of inmates in treatment programs;
- d. Number and type of disciplinary reports;
- e. Number and type of terminations (disciplinary, medical, request of inmate or other);
- f. Funds collected for restitution and the number of inmates paying;
- g. Funds collected for court costs and the number of inmates paying;
- h. Funds collected for child support and the number of inmates paying;
- i. Funds collected for savings;
- j. Funds collected for subsistence;
- k. Average funds paid for family support and the number of inmates paying, not to include child support;
- l. Average funds paid to inmates on weekly draw and number of inmates receiving weekly draw;
- m. Clinical supervision reports; and
- n. Results of the clinical chart review.

3. Semi-annual Quality Assurance Report

The Contractor shall submit a written report to the Contract Manager or designee on a semi-annual basis, detailing the findings of its Quality Assurance Program, as outlined in Section II. , I., 15.

The reports shall be submitted to the Contract Manager within fifteen (15) days of the last day of the month during which services were provided. This report shall be utilized in evaluating how well or whether the Contractor is meeting/has met the performance measures identified in Section II., AA.

4. Urinalysis Log Report

The Contractor shall submit a copy of the Urinalysis Log referenced in Section II., W., 6., to the Contract Manager on a monthly basis.

5. Incident Reports

The Contractor shall immediately report all incidents, including but not limited to, incidents involving any use of force by a member of the Contractor's staff upon any participants, significant staff disciplinary incidents, staff employment terminations, any and all new staff arrests, physical or verbal threats and assaults by a participant upon another participant or upon program staff, destruction of property or participant medical emergencies. All incidents shall be documented and submitted in report form to the Contract Manager or designee and the Contract Monitoring Team, within twenty-four (24) hours of occurrence, or of the Contractor's knowledge of the incident, whichever occurs first.

6. Miscellaneous Reports

The Contractor agrees to maintain and file with the Department such progress, fiscal and inventory reports and other reports as the Department may require within the period of this Contract.

Z. Monitoring

The Department has formed a Contract Monitoring Team consisting of Department staff with programmatic experience to monitor the Contractor's progress and compliance with performance standards.

The Contract Monitoring Team will perform the following functions:

1. Monitor Contractor's performance through on-site comprehensive program evaluation and bi-annual site visits and report findings to Contract Manager or designee via written monitoring report.
2. Conduct special reviews as directed by the Contract Manager or designee.
3. Report all findings to the Contract Manager or designee with a copy to the Contract Administrator.

Representatives of the Contractor shall meet with the Contract Manager, designee, or the Contract Monitoring Team, upon request (a minimum of every six (6) months) to informally discuss and review Contract operations. The Contractor shall maintain proper records and quality controls, which may be inspected by the Department at any time, on-site. The Department will conduct a Contract compliance monitoring at a minimum of annually. In addition, the Contractor shall meet with the Contract Manager, designee, or the Contract Monitoring Team every two months, if requested, for the purposes of providing Contract updates and for management review. Monitoring shall consist of, but is not limited to, reviews of the following functions:

1. Program Operations
2. Substance Abuse Transition and Re-Entry services components
3. Program Staff and Staffing Levels
4. Administration
5. Inmate Oversight

6. Health Services
7. Facility Maintenance/Appearance
8. Safety and Sanitation
9. Compliance with Performance Standards
10. Substance Abuse Clinical Record Reviews
11. Interviews with Inmates

The Contractor shall be notified at least two (2) weeks in advance of the scheduled monitoring visit.

A written monitoring report will be provided to the Contractor within three (3) weeks of the monitoring visit.

When issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) will be required of the Contractor. The Contractor shall submit the CAP to the Contract Manager within thirty (30) days or less of receipt of the monitoring report, depending on the seriousness of the non-compliance issue. If necessary, a follow-up monitoring visit will be scheduled by the Contract Manager, at which time full Contractual compliance must be met. Failure to correct deficiencies as outlined in the monitoring report may result in a determination of breach of Contract and termination of services.

The Contractor shall permit Department staff to make regular unannounced site visits to review case files, monitor Contract compliance and meet with inmates under supervision.

AA. Performance Standards (Measures)

Listed below are key Performance Outcomes and Standards deemed crucial to the success of the overall desired service delivery. The Contractor shall achieve and maintain the performance outcomes and standards indicated below and shall provide the Contract Manager and the Contract Monitoring Team with Quarterly Performance Reports as indicated in Section II, Y, 1., supporting compliance with each measure (outcome and standard).

Performance Measure #1 – Inmate Whereabouts

Outcome: The whereabouts of all inmates assigned to the Work Release/Transition Program Center shall be accounted for at all times. (This includes inmates either on-site or away from the Center, including during furloughs, employment assignments and other absences from the Center).

Measure: Periodic audit/review of Work Release/Transition Program Center count sheets, employment contact logs, furlough checkout logs and incident reports by the Contract Monitoring Team shall demonstrate that the whereabouts of all inmates are known and documented.

Standard: Achievement of outcome must meet or exceed one hundred percent (100%) compliance on a daily basis.

Performance Measure # 2 - Escapes

- Outcome: All inmate escapes shall be reported immediately upon detection to the Department's designated officer-in-charge at the parent institution.
- Measure: Periodic audit/review of the Work Release Inmate Monitoring System (WRIMS) shall demonstrate that escapes were reported within 15 minutes of the time that the escape was detected.
- Standard: Achievement of outcome must meet or exceed one hundred percent (100%) for all escapes.

Performance Measure # 3 - Personalized Program Plans.

- Outcome: All inmates shall have a Personalized Program Plan developed within fourteen (14) calendar days of admission to the Center.
- Measure: Comparison of the date of signature by inmate and staff compared to date of inmates admission to the Center. A random sampling of 20% of all inmates' personalized program plans will be reviewed.
- Standard: Achievement of outcome must meet or exceed 95% on a quarterly basis.

Performance Measure # 4 – Substance Abuse Transitional Re-Entry Programming.

- Outcome: All inmates admitted to the program shall be successfully discharged.
- Measure: Annual review of each program participant's admission date, discharge date and discharge reason.
- Standard: Achievement of outcome must meet or exceed 80% on a fiscal year basis, starting July 1st and ending June 30th.

Each performance measures must be met for the time frames specified. The Contractor shall advise the Department, in writing, of any extenuating or mitigating circumstances that will prohibit them from meeting the above-outlined performance measures.

By execution of this Contract, the Contractor hereby acknowledges and agrees that its performance under the Contract must meet the standards set forth above.

If the Contractor fails to meet these standards, the Department, at its exclusive option, may allow up to six (6) additional months for the Contractor to achieve compliance with this standard. If the Department affords the Contractor an opportunity to achieve compliance, and the Contractor fails to achieve compliance within the specified time frame, the Department may terminate the Contract in the absence of any extenuating or mitigating circumstances. The determination of the existence of extenuating or mitigating circumstances is within the exclusive discretion of the Department.

BB. Departmental Responsibilities

1. The Department will complete the DC5-404 form for each inmate assigned to the Work Release/Program Center. The Department will work in partnership with the Contractor to coordinate the placement of participants into each program phase.
2. The Department shall not provide any administrative functions or support (e.g., office space, office supplies, telephones, supplies, and preparation of documents), except as indicated in this Contract.
3. The Department will pay all costs for utilities, including electricity, sewage, and garbage pick-up.

III. COMPENSATION

A. Payment

1. For 128 Substance Abuse Transition Re-Entry Beds:

The rate for substance abuse transition re-entry beds is fixed as indicated below. The Contractor shall be paid on a monthly basis for the operation of a Work Release Transition Program Center and delivery of related substance abuse transitional services as specified in Section II, Scope of service, at the following per diem rates per day per occupied bed, for up to 128 male/female beds per day.

The Department will strive to maintain 100% occupancy of the contracted available beds. The Contractor shall request payment for no more than 80% of available beds when the facility occupancy rate drops to less than 80% of all available beds.

The Department reserves the right to increase or decrease the number of beds based on Department need. Any modification to the contracted number of beds shall be valid only through execution of a formal Contract amendment.

The per diem rates for years two (2) through five (5) reflect an annual two percent (2%) increase.

PER DIEM RATE PER OCCUPIED BED				
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
\$55.20	\$56.30	\$57.42	\$58.56	\$59.73

YEAR 1 – May 17, 2010 through May 16, 2011

\$55.20 per inmate, per day for up to 128 beds

$$(\$55.20 \times 128 \text{ beds} \times 365) = \$2,578,944.00$$

YEAR 2 – May 17, 2011 through May 16, 2012 (Leap Year)

\$56.30 per inmate, per day for up to 128 beds

$$(\$56.30 \times 128 \text{ beds} \times 366) = \$2,637,542.40$$

YEAR 3 – May 17, 2012 through May 16, 2013

\$57.42 per inmate, per day for up to 128 beds

$$(\$57.42 \times 128 \text{ beds} \times 365) = \$2,682,662.40$$

YEAR 4 – May 17, 2013 through May 16, 2014

\$58.56 per inmate, per day for up to 128 beds

$$(\$58.56 \times 128 \text{ beds} \times 365) = \$2,735,923.20$$

YEAR 5– May 17, 2014 through May 16, 2015

\$59.73 per inmate, per day for up to 128 beds

$$(\$59.73 \times 128 \text{ beds} \times 365) = \$2,790,585.60$$

2. Payment for 76 Work Release Beds:

The rate for Work Release beds is fixed as indicated below. The Contractor shall be paid on a monthly basis for the operation of a Work Release Transition Program Center and delivery of related substance abuse transitional services as specified in Section II, Scope of Service, at the following per diem rates per day per occupied bed, for up to seventy-six (76) male/female beds per day.

The Department will strive to maintain 100% occupancy of the contracted available beds. The Contractor shall request payment for no more than 80% of available beds when the facility occupancy rate drops to less than 80% of all available beds.

The Department reserves the right to increase or decrease the number of beds based on Department need. Any modification to the contracted number of beds shall be valid only through execution of a formal Contract amendment.

The per diem rates for years two (2) through five (5) reflect an annual two percent (2%) increase.

PER DIEM RATE PER OCCUPIED BED				
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
\$21.35	\$21.77	\$22.20	\$22.64	\$23.09

YEAR 1 – May 17, 2010 through May 16, 2011

\$21.35 per inmate, per day for up to 76 beds

$$(\$21.35 \times 76 \text{ beds} \times 365) = \$592,249.00$$

YEAR 2 – May 17, 2011 through May 16, 2012 (leap year)

\$21.77 per inmate, per day for up to 76 beds

$$(\$21.77 \times 76 \text{ beds} \times 366) = \$605,554.32$$

YEAR 3 – May 17, 2012 through May 16, 2013

\$22.20 per inmate, per day for up to 76 beds

$$(\$22.20 \times 76 \text{ beds} \times 365) = \$615,828.00$$

YEAR 4– May 17, 2013 through May 16, 2014

\$22.64 per inmate, per day for up to 76 beds

$$(\$22.64 \times 76 \text{ beds} \times 365) = \$628,033.60$$

YEAR 5– May 17, 2014 through May 16, 2015

\$23.09 per inmate, per day for up to 76 beds

$$(\$23.09 \times 76 \text{ beds} \times 365) = \$640,516.60$$

3. For Work Squad Inmates

The rate for Work Squad beds is fixed as indicated below. The Contractor shall be paid on a monthly basis for the provision of Work Release/Program Center and related substance abuse transitional services as specified in Section II, Scope of Service, at the following per diem rates per day per occupied bed, for up to eight (8) male/female beds per day.

The Department will strive to maintain 100% occupancy of the contracted available beds. The Contractor shall request payment for no more than 80% of available beds when the facility occupancy rate drops to less than 80% of all available beds.

The Department reserves the right to increase or decrease the number of beds based on Department need. Any modification to the contracted number of beds shall be valid only through execution of a formal Contract amendment.

The per diem rates for years two (2) through five (5) reflect an annual two percent (2%) increase.

PER DIEM RATE PER OCCUPIED BED				
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
\$37.70	\$38.45	\$39.21	\$39.99	\$40.78

YEAR 1 – May 17, 2010 through May 16, 2011

\$37.70 per inmate, per day for up to 8 beds

$$(\$37.70 \times 8 \text{ beds} \times 365) = \$110,084.00$$

YEAR 2 – May 17, 2011 through May 16, 2012 (includes leap year)

\$38.45 per inmate, per day for up to 8 beds

$$(\$38.45 \times 8 \text{ beds} \times 366) = \$112,581.60$$

YEAR 3 – May 17, 2012 through May 16, 2013

\$39.21 per inmate, per day for up to 8 beds

$$(\$39.21 \times 8 \text{ beds} \times 365) = \$114,493.20$$

YEAR 4 – May 17, 2013 through May 16, 2014

\$39.99 per inmate, per day for up to 8 beds

$$(\$39.99 \times 8 \text{ beds} \times 365) = \$116,770.80$$

YEAR 5 – May 17, 2014 through May 16, 2015

\$40.78 per inmate, per day for up to 8 beds

$$(\$40.78 \times 8 \text{ beds} \times 365) = \$119,077.60$$

B. MyFloridaMarketPlace Transaction Fee Exemption

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (“System”). Pursuant to section 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

The Department has determined that payments to be made under this Contract are not subject to the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.032, (1)(i), Florida Administrative Code (F.A.C). Form PUR 3777, Notice of Transaction Fee Exemption, has been filed by the Department.

C. Submission of Invoice(s)

The Contractor agrees to submit invoices on a monthly basis for compensation for services in detail sufficient for a proper pre-audit and post-audit thereof, within fifteen (15) days following the end of the month for which payment is being requested. The invoice shall include the inmate's name, DC number, date of arrival, method of departure (terminated, transferred or released) and total number of days the inmate occupied a bed at the Work Release/Program Center, cost of bed per day, total cost for the month per inmate, and total cost of all inmates. The administrative processing fee for banking services retained by the Contractor for each inmate shall be deducted from the monthly invoice. The Contractor shall submit invoices pertaining to this Contract to:

John Becker, OMC
McKinley Crockett, III, GOC II
Bureau of Inmate Transition
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Phone: (850) 414-1645
Fax: (850) 922-2238
Email: crockettIII.mckinley@mail.dc.state.fl.us

D. Official Payee

The name and address of the official payee to whom payment shall be made is as follows:

Bridges of America
2011 Mercy Drive
Orlando, Florida 32808

E. Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this Contract.

F. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contract.

G. Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under this Contract are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

H. Tax Exemption

The Department agrees to pay for contracted services according to the conditions of this Contract. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of services.

I. Timeframes for Payment and Interest Penalties

Contractors providing goods and services to the Department should be aware of the following time frames:

1. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services and associated invoice, unless the ITB or RFP specifications, or this Contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
2. If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. However in the case of health services contracts, the interest penalty provision applies after a thirty-five (35) day time period to health care contractors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

J. Final Invoice

The Contractor shall submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable by the Department or the end date of this Contract, whichever occurs last. If the Contractor fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after aforesaid time period. Any payment due under the terms of the Contract may be withheld until all applicable deliverables and invoices have been accepted and approved by the Department.

K. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Department of Financial Services' Toll Free Hotline.

L. Electronic Transfer of Funds

Contractors are encouraged to accept payments for work performed under this contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting Direct Deposit Section at http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm or by phone at (850) 413-5517.

IV. CONTRACT MANAGEMENT

A. Department's Contract Manager

The Contract Manager for all Work Release and Work Squad services specified in this Contract will be:

Rusty McLaughlin, Chief
Bureau of Inmate Transition
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Phone: (850) 410-4365
Fax: (850) 922-4178
E-mail: mclaughlin.rusty@mail.dc.state.fl.us

The Contract Manager will perform the following functions:

1. Maintain a Contract Management file;
2. Serve as the liaison between the Department and the Contractor;
3. Evaluate the Contractor's performance;
4. Direct the Contract Administrator to process all amendments, renewals and terminations of this Contract; and
5. Evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to the Local Contract Coordinator:

1. Verify receipt of deliverables from the Contractor;
2. Monitor the Contractor's performance; and
3. Review, verify, and approve invoices from the Contractor.

The Local Contract Coordinators for this Contract will be:

John Becker, OMC
McKinley Crockett III, GOC II
Bureau of Inmate Transition
Department of Corrections
2601 Blair Stone Road
Tallahassee, FL 32399-2500
Phone: (850) 414-1645
Fax: (850) 922-2238
E-mail: crockettIII.mckinley@mail.dc.state.fl.us

The Contract Manager of all Substance Abuse Transition Re-Entry Services specified in **Section II. F.**, of this Contract including all matters relating to program space, program licensure, program staffing levels, program staff qualifications, and program staff conduct will be:

Kim Riley, Chief
Substance Abuse Program Services

Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Phone: (850) 488-9169
Fax: (850) 922-0847
E-mail: riley.kim@mail.dc.state.fl.us

The Contract Manager for Substance Abuse Transition Re-Entry Services may designate tasks related to operational oversight of Substance Abuse Transition Re-Entry Services to the Substance Abuse Local Contract Coordinator. The Substance Abuse Local Contract Coordinator will be:

Ceridwyn Whitford, CPA
Zephyrhills CI
2739 Gall Blvd.
Zephyrhills, FL 33541-9701
Phone: (813) 782-5521
Fax: (813) 780-0134
E-mail: Whitford.ceridwyn@mail.dc.state.fl.us

B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Chief, Bureau of Procurement & Supply
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Phone: (850) 488-6671
Fax: (850) 922-8897

The Contract Administrator will perform the following functions:

1. Maintain the official Contract Administration file;
2. Process all Contract amendments, renewals, and termination of the Contract; and
3. Maintain the official records of all formal correspondence between the Department and the Contractor provided by the Contract Manager for filing in the Contract Administration file.

C. Contractor's Representative

The name, title, address, and telephone number of the Contractor's representative responsible for administration and performance under this Contract is:

Lori Costantino-Brown, President/CFO
Bridges of America
2011 Mercy Drive
Orlando, Florida 32808
Phone: (407) 291-1500
Fax: (407) 292-1192
Email: lcostantino-brown@bridgesofamerica.org

D. Contract Management Changes

After execution of this Contract, any changes in the information contained in Section IV., Contract Management, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract record.

V. CONTRACT MODIFICATION

Unless otherwise stated herein, modifications to the provisions of this Contract, with the exception of Section III., C., Invoice Submission and Section IV., CONTRACT MANAGEMENT, shall be valid only through execution of a formal Contract amendment.

VI. TERMINATION

A. Termination at Will

This Contract may be terminated by the Contractor upon no less than sixty (60) calendar days' notice and upon no less than thirty (30) calendar days by the Department, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Termination Because of Lack of Funds

In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

C. Termination for Cause

If a breach of this Contract occurs by the Contractor, the Department may, by written notice to the Contractor, terminate this Contract upon twenty-four (24) hours' notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

D. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Contract.

VII. CONDITIONS

A. Records

1. Public Records Law

The Contractor agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and 945.10, Florida Statutes, made or received by the Contractor in conjunction

with this Contract. The Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

2. Audit Records

- a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.
- b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.
- c. The Contractor shall ensure that a financial and compliance audit is conducted in accordance with the applicable financial and compliance audit requirements as specified in this Contract and Attachment #5, which is incorporated herein as if fully stated.

3. Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of seven (7) years. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., C., Contractor's Representative or the address listed in Section III., D., Official Payee, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of seven (7) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

B. Prison Rehabilitative Industries and Diversified Enterprises, Inc. ("PRIDE")

The Contractor agrees that any articles which are the subject of, or are required to carry out this Contract, shall be purchased from PRIDE, identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), Florida Statutes. The Contractor shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of this Contract. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained by contacting PRIDE.

- C. Products Available from the Blind or Other Handicapped (RESPECT): The State/Department supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

If applicable, the Contractor shall submit a plan describing how it will address the use of RESPECT in offering the items bid.

- D. Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, this Contract shall be procured in accordance with the provisions of Sections 403.7065 and 287.045, Florida Statutes.

- E. Sponsorship

If the Contractor is a nongovernmental organization which sponsors a program financed partially by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Bridges of America and the State of Florida, Department of Corrections." If the sponsorship reference is in written material, the words "State of Florida, Department of Corrections" shall appear in the same size letters or type as the name of the organization.

- F. Employment of Department Personnel

The Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of this Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

- G. Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

- H. Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Contracts.

I. Indemnification

NOTE: This section is not applicable to contracts executed between state agencies or subdivisions, as defined in Section 768.28, Florida Statutes.

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

J. Contractor's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Department under this Contract. Upon the execution of this Contract, the Contractor shall furnish the Contract Manager written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, Florida Statutes, the Contractor shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, Florida Statutes.

K. Independent Contractor Status

The Contractor shall be considered an independent Contractor in the performance of its duties and responsibilities under this Contract. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

L. Disputes

Any dispute concerning performance of this Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Department's Assistant Secretary for Office of Re-Entry. The Assistant Secretary for Office of Re-Entry shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager and the Contract Administrator.

M. Copyrights, Right to Data, Patents and Royalties

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to this Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under this Contract. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the State of Florida, Department of State, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

N. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under this Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, Florida Statutes. It is understood and agreed that the

Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

O. Assignment

The Contractor shall not assign its responsibilities or interests under this Contract to another party without prior written approval of the Department's Contract Manager. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under this Contract to another governmental agency of the State of Florida upon giving written notice to the Contractor.

P. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

Q. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

R. Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of State funds for the purposes of lobbying the Legislature, the Judicial branch, or a State agency.

S. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Department employee. Only those communications that are in writing from the Department's staff identified in Section IV., Contract Management, of this Contract shall be considered a duly authorized expression on behalf of the Department. Only communications from the Contractor's representative identified in Section IV., C., which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the Contractor.

T. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

U. Department of State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the Department, shall be on file and in good standing with the State of Florida, Department of State.

V. MyFloridaMarketPlace Vendor Registration

All vendors that have not re-registered with the State of Florida since March 31, 2003, shall go to <http://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

W. Public Entity Crimes Information Statement

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

X. Discriminatory Vendors List

An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a Contractor, supplier, subcontractor or consultant under a Contract with any public entity and may not transact business with any public entity.

Y. Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

Z. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

AA. Health Insurance Portability and Accountability Act

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. 1320d-8), and all applicable regulations promulgated thereunder. Agreement to comply with HIPAA is evidenced by the Contractor's execution of this Contract, which includes and incorporates Attachment #6, Business Associate Agreement, as part of this Contract.

BB. Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in this Contract. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Contract are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates and of the general public which is serviced by the Department, either directly or indirectly, through these services.

CC. Cooperative Purchasing

As provided in Section 287.042(16)(a), Florida Statutes, other State agencies may purchase from this Contract, provided that the Department of Management Services has determined that the Contract's use is cost effective and in the best interest of the State. Upon such approval, the Contractor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein. In addition, other political subdivisions may also purchase from this Contract at the discretion of the Contractor. Entities purchasing from this Contract assume and bear complete responsibility with regard to performance of any contractual obligation or term.

DD. Scope Changes After Contract Execution

During the term of the Contract, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract.

The Department may make an equitable adjustment in the Contract prices or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Contractor thirty (30) days in advance of any Department required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal Contract Amendment.

EE. Performance Guarantee

EE. Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee equal to \$250,000.00. The form of the guarantee shall be a bond, cashier's check, treasurer's check, bank draft, or certified check made payable to the Department. The guarantee shall be furnished to the Contract Manager within thirty (30) days after execution of this Contract. No payments shall be made to the Contractor until the guarantee is in place and approved by the Department in writing.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract contains all the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
BRIDGES OF AMERICA - BROWARD COUNTY
BRIDGE, INC.

SIGNED
 BY:

Lori Costantino-Brown

NAME:

Lori Costantino-Brown

TITLE:

President

DATE:

2/3/10

FEID #:

20-2062423

DEPARTMENT OF CORRECTIONS

Approved as to form and legality,
 subject to execution.

SIGNED
 BY:

Richard D. Davison

SIGNED
 BY:

Kathleen Von Hoene

NAME:

Richard D. Davison

NAME:

Kathleen Von Hoene

TITLE:

**Deputy Secretary
 Department of Corrections**

TITLE:

**General Counsel
 Department of Corrections**

DATE:

2/17/10

DATE:

1/22/10



**Florida Department of Corrections
Substance Abuse Program Services
Cardinal Rules**

As a participant in any substance abuse program, it is required that you know and understand these rules. As a program member you will be expected to follow these rules while you are involved in the program. The Cardinal Rules are:

1. Remain Drug and Alcohol Free; No Drug Paraphernalia
2. No Acts of Violence
3. No Sexual Contact with Another Person
4. No Possession or Use of Weapons
5. Breach of Confidentiality Outside the Program

Violation of any Cardinal Rule will result in disciplinary action and immediate discharge from the program.

I have reviewed these rules with program staff. I fully understand and agree to follow these rules.

Inmate Name Printed

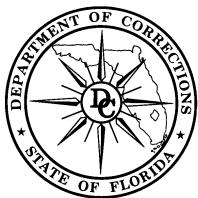
DC #

Inmate Signature

Date

Counselor Signature/Credentials

Date



Florida Department of Corrections Substance Abuse Program Services General Program Rules

As a participant in any substance abuse program, it is required that you know and understand these rules. As a program member you will be expected to follow these rules while you are involved in the program. The General Program Rules are:

1. Comply with All Rules of the Department and the Institution/Facility
2. Inmates Must Have Authorization to Move Among Buildings During Program Hours
3. Inmates Must Keep All Call-outs and Appointments
4. Inmates Must Sign In and Out When Required
5. Must Wear Name Badge When Required
6. Timely Attendance at All Program Activities
7. Wear Designated Clothing at All Times
8. Radios Only in Authorized Areas at Authorized Times
9. Bed Must Be Made Before Leaving Dorm (Modality 2 only)
10. No Nudity Except in Showers or Changing Areas (Modality 2 only)
11. No Lying
12. No Horseplay
13. No Falsifying Documents/Records for Self or Others
14. No Food or Drink in Unauthorized Areas
15. No Profanity Directed at Another Person
16. No Loitering Where Unauthorized
17. No Sunglasses Inside Buildings Unless Medically Authorized

Violation of any General Program Rule may result in any of the following consequences:

1. Learning Experience
2. Corrective Consultation
3. De-Phased (Modality 2 only)
4. Disciplinary Report
5. Behavioral Contract

I have reviewed these rules with program staff. I fully understand and agree to follow these rules.

Inmate Name Printed

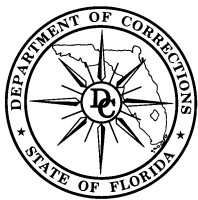
DC #

Inmate Signature

Date

Counselor Signature/Credentials

Date



Florida Department of Corrections Substance Abuse Program Services Group Rules

As a participant in any substance abuse program, it is required that you know and understand these rules. As a program member you will be expected to follow these rules while you are involved in the program. The Group Rules are:

1. Be Prepared in All Group Activities with Paper, Pencil and Other Required Materials
2. Do Not Prop Feet on Chairs or Any Other Furniture
3. Listen Attentively To Everyone Who Shares
4. Leave Group and Class Areas Neat and Orderly Upon Completion of Session
5. Only One Person May Speak at a Time
6. You May Not Leave Group Unless Authorized
7. No War Stories or Personal Views on Religion or Politics
8. No Sleeping In Class or in Group
9. All Cardinal Rules, Major Program Rules and General Program Rules apply to all substance abuse program inmates during all groups.

Violation of any Group Rule may result in any of the following consequences:

1. Learning Experience
2. Behavioral Contract
3. Corrective Consultation
4. De-Phased (Modality 2 only)
5. In-house Suspension
6. Disciplinary Report
7. Discharge From Program

I have reviewed these rules with program staff. I fully understand and agree to follow these rules.

Inmate Name Printed

DC #

Inmate Signature

Date

Counselor Signature/Credentials

Date



Florida Department of Corrections Substance Abuse Program Services Major Program Rules

As a participant in any substance abuse program, it is required that you know and understand these rules. As a program member you will be expected to follow these rules while you are involved in the program. The Major Program Rules are:

1. No Threats of Violence
2. No Sexual Activity
3. No Theft or Vandalism
4. No Gang Activity; Graffiti; or Recruiting
5. No Racial, Ethnic, or Sexual Slurs
6. No Gambling
7. No Disrespect of Others
8. No Misuse of Over-The-Counter Medication
9. No Bartering, Selling, or Exchanging Money, Goods or Services
10. No Intimidation
11. Follow Staff Directives
12. Breach of Confidentiality Outside Any Group (Modality 2 only)
13. Must Attend and Actively Participate in All Program Activities

Violation of any Major Program Rule may result in any of the following consequences:

1. Learning Experience
2. Behavioral Contract
3. Corrective Consultation
4. De-Phased (Modality 2 only)
5. In-house Suspension
6. Disciplinary Report
7. Discharge From Program

I have reviewed these rules with program staff. I fully understand and agree to follow these rules.

Inmate Name Printed

DC #

Inmate Signature

Date

Counselor Signature/Credentials

Date

FINANCIAL AND COMPLIANCE AUDITS
Special Audit Requirements

The administration of resources awarded by the Department of Corrections to the Contractor may be subject to audits and/or monitoring by the Department of Corrections, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Corrections. In the event the Department of Corrections determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Office (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Contractor expends \$500,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Contract indicates Federal resources awarded through the Department of Corrections by this Contract. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Department of Corrections. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Contractor expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Contractor expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Contractor resources obtained from other than Federal entities).
4. The Contractor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the Contractor is a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes.

1. In the event that the Contractor expends a total amount of State financial assistance equal to or in excess of \$300,000 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Contract indicates State financial assistance

CONTRACT #C2595
ATTACHMENT #5

awarded through the Department of Corrections by this Contract. In determining the State financial assistance expended in its fiscal year, the Contractor shall consider all sources of State financial assistance, including State financial assistance received from the Department of Corrections, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Contractor expends less than \$300,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Contractor expends less than \$300,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the Contractor's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Contractor should access the Florida Single Audit Act website located at <http://www.fsaa.state.fl.us/>, or the Governor's Website located at http://myflorida.com/b_eog/owa/b_eog_www.html#main_page for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Department of Financial Services' Website <http://www.fldfs.com/>, and the Auditor General's Website <http://www.state.fl.us/audgen>.

REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by **PART I** of this Contract shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Contractor directly to each of the following:

A. The Department of Corrections at the following addresses:

Internal Audit		Contract Manager		Contract Administrator
Office of the Inspector General		Rusty McLaughlin, Chief		Bureau of Procurement & Supply
Florida Dept. of Corrections		Bureau of Inmate Transition		Florida Dept. of Corrections
2601 Blair Stone Road		2601 Blair Stone Road		2601 Blair Stone Road
Tallahassee, FL 32399-2500		Tallahassee, FL 32399-2500		Tallahassee, FL 32399-2500

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

CONTRACT #C2595
ATTACHMENT #5

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Contractor shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Corrections at each of the following addresses:

Internal Audit		Contract Manager		Contract Administrator
Office of the Inspector General		Rusty McLaughlin, Chief		Bureau of Procurement & Supply
Florida Dept. of Corrections		Bureau of Inmate Transition		Florida Dept. of Corrections
2601 Blair Stone Road		2601 Blair Stone Road		2601 Blair Stone Road
Tallahassee, FL 32399-2500		Tallahassee, FL 32399-2500		Tallahassee, FL 32399-2500

3. Copies of financial reporting packages required by **PART II** of this Contract shall be submitted by or on behalf of the Contractor directly to each of the following:

A. The Department of Corrections at the following addresses:

Internal Audit		Contract Manager		Contract Administrator
Office of the Inspector General		Rusty McLaughlin, Chief		Bureau of Procurement & Supply
Florida Dept. of Corrections		Bureau of Inmate Transition		Florida Dept. of Corrections
2601 Blair Stone Road		2601 Blair Stone Road		2601 Blair Stone Road
Tallahassee, FL 32399-2500		Tallahassee, FL 32399-2500		Tallahassee, FL 32399-2500

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letters, or other information required to be submitted to the Department of Corrections pursuant to this Contract shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Contractors, when submitting financial reporting packages to the Department of Corrections for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of **7 years** from the date the audit report is issued, and shall allow the Department of Corrections, or its designee, CFO, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department of Corrections, or its designee, CFO, or Auditor General upon request for a period of **7 years** from the date the audit report is issued, unless extended in writing by the Department of Corrections.

EXHIBIT -- 1

FUNDS AWARDED TO THE CONTRACTOR PURSUANT TO THIS CONTRACT-CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following Matching Resources for Federal Programs:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	State Appropriation Category

State Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
70030000	General Revenue	2010-2015	70.013	TRANSITION SUES PRO RELEASE	17,080,846	Expenses

Total Award	17,080,846
-------------	------------

For each program identified above, the Contractor shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://www.fsa.state.fl.us/>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the Contractor is clearly indicated in the Contract.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement supplements and is made a part of the contract between the Florida Department of Corrections ("Department") and Bridges of America ("Contractor"), (individually, a "Party" and collectively referred to as "Parties").

Whereas, the Department creates or maintains, or has authorized the Contractor to receive, create, or maintain certain Protected Health Information ("PHI," as that term is defined in 45 C.F.R. §164.501 and that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended. ("HIPAA");

Whereas, the Department is a "Covered Entity" as that term is defined in the HIPAA implementing regulations, 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information ("Security Rule");

Whereas, the Contractor may have access to Protected Health Information in fulfilling its responsibilities under its contract with the Department;

Whereas, the Contractor is considered to be a "Business Associate" of Covered Entity as defined in the Privacy Rule;

Whereas, pursuant to the Privacy Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

Whereas, the purpose of this Agreement is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate contract requirements of 45 C.F.R. §164.504(e).

Whereas, in regards to Electronic Protected Health Information as defined in 45 C.F.R. § 160.103, the purpose of this Agreement is to comply with the requirements of the Security Rule, including, but not limited to, the Business Associate contract requirements of 45 C.F.R. §164.314(a).

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions**

Unless otherwise provided in this Agreement, any and all capitalized terms have the same meanings as set forth in the HIPAA Privacy Rule and/or the HIPAA Security Rule. Contractor acknowledges and agrees that all Protected Health Information that is created or received by the Department and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by the Department or its operating units to Contractor or is created or received by Contractor on the Department's behalf shall be subject to this Agreement.

2. **Confidentiality Requirements**

- A. Contractor agrees to use and disclose Protected Health Information that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.
- B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose Protected Health Information as follows:
 - (1) if necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure

is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;

- (2) for data aggregation services, only if to be provided by Contractor for the health care operations of the Department pursuant to any and all agreements between the Parties. For purposes of this Agreement, data aggregation services means the combining of protected health information by Contractor with the protected health information received by Contractor in its capacity as a Contractor of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- C. Contractor will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Further, Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Department. The Secretary of Health and Human Services and the Department shall have the right to audit Contractor's records and practices related to use and disclosure of Protected Health Information to ensure the Department's compliance with the terms of the HIPAA Privacy Rule and/or the HIPAA Security Rule. Contractor shall report to Department any use or disclosure of Protected Health Information, which is not in compliance with the terms of this Agreement as well as any Security incident of which it becomes aware. Contractor agrees to notify the Department, and include a copy of any complaint related to use, disclosure, or requests of Protected Health Information that the Contractor receives directly and use best efforts to assist the Department in investigating and resolving such complaints. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- D. Contractor will ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from, or created by Contractor on behalf of the Department, agree to the same restrictions and conditions that apply to Contractor, and apply reasonable and appropriate safeguards to protect such information. Contractor agrees to designate an appropriate individual (by title or name) to ensure the obligations of this agreement are met and to respond to issues and requests related to Protected Health Information. In addition, Contractor agrees to take other reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of this Agreement.
- E. Contractor agrees to make available Protected Health Information so that the Department may comply with individual rights to access in accordance with Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Contractor agrees to record disclosures and such other information necessary, and make such information available, for purposes of the Department providing an accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.
- F. The Contractor agrees, when requesting Protected Health Information to fulfill its contractual obligations or on the Department's behalf, and when using and disclosing Protected Health Information as permitted in this contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.

- G. The Contractor agrees to defend and hold harmless the Department against any action or liability or damages arising out of or related to the Contractor's breach of its obligations under this agreement.

3. **Obligations of Department**

- A. The Department will make available to the Business Associate the notice of privacy practices (applicable to offenders under supervision, not to inmates) that the Department produces in accordance with 45 CFR 164.520, as well as any material changes to such notice.
- B. The Department shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. The Department shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that impacts the business associate's use or disclosure and that the Department has agreed to in accordance with 45 CFR 164.522.

4. **Termination**

- A. **Termination for Breach** - The Department may terminate this Agreement if the Department determines that Contractor has breached a material term of this Agreement. Alternatively, the Department may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of the Department, the Department may immediately thereafter terminate this Agreement.
- B. **Automatic Termination** - This Agreement will automatically terminate upon the termination or expiration of the original contract between the Department and the Contractor.
- C. **Effect of Termination**
- (1) Termination of this agreement will result in termination of the associated contract between the Department and the Contractor.
 - (2) Upon termination of this Agreement or the contract, Contractor will return or destroy all PHI received from the Department or created or received by Contractor on behalf of the Department that Contractor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Contractor will extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

5. **Amendment** - Both parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of the Privacy Rule and/or the HIPAA Security Rule.
6. **Interpretation** - Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the HIPAA Privacy Rule and/or the HIPAA Security Rule.
7. **Miscellaneous** - Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Contractor under this Section shall survive the expiration, termination, or cancellation of this Agreement, or any and all other contracts between the parties, and shall continue to bind Contractor, its agents, employees, contractors, successors, and assigns as set forth herein if PHI is not returned or destroyed.